

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

November 7, 2007
Aldermen Thibault,
Smith, Forest, Roy, Long

4:45 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Thibault calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Tom Bowen, Water Works Director, requesting approval of an easement between the City and Attorney David Campbell and Sean Gildea granting the right to utilize a small 2,923 square foot parcel of land located on the easterly side of Londonderry Turnpike north of the Route 101 off-ramp.
(Note: The purpose of the easement is primarily for storm water treatment, the Board of Water Commissioners have acted in favor of the request, and the City Solicitor has reviewed the documents.)
Gentlemen, what is your pleasure?
4. Communication from PSNH requesting the City grant an easement to PSNH for property located in the vicinity of Groveland Avenue within property known as Tax Map 492, Lot 12 at a width of 20 feet and granting the ability for guying/anchoring facilities outside the 20 foot strip to accommodate relocation of a line.
Gentlemen, what is your pleasure?
5. Report, if available, from the Planning Director regarding potential acquisition of property abutting the Senior Center (115 West Street).
Gentlemen, what is your pleasure?
6. Communication from Hands Across the Merrimack, Inc. requesting approval to raise additional monies for naming rights of the property.
Gentlemen, what is your pleasure?

7. Communication from the Greater Manchester Family YMCA requesting the City to grant use of the right-of-way area adjacent to their building encroaching same for the purpose of constructing an extension to the existing landing and stairs at the entrance to their facility located at 30 Mechanic Street.

Gentlemen, what is your pleasure?

8. Communication from Jerry and Mary Derepentigny requesting to purchase property known as Tax Map 440, Lot 9 off Westland Avenue as abutters to the property.

Assessors – awaiting report.

Planning – report enclosed recommending determined surplus and dispose to abutter at fee to be established by the Board of Assessors and possible consideration of taxes due.

Tax Collector – awaiting report.

Gentlemen, what is your pleasure?

9. Reports relative to a request of Kevin Lane regarding City tax parcel 254-20, if available.

Gentlemen, what is your pleasure?

10. Request of Howard McCarthy that the City provide electric supply to power a vendor's cart at Stanton Plaza.

Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove the following items from the table for discussion.

11. Communication from Mayor Guinta requesting staff prepare recommendations relating to placing out to competitive/sealed bid parcels located on Granite Street, Phillippe Cote Way and Seal Tanning parking lot as requested by David Brady of Brady-Sullivan.

Tabled 08/22/2006.

(Note: communication from Jay Minkarah advising of efforts made for disposition of these properties and providing recommendations to direct staff in taking actions for disposal and development of the parcels, and formation of a staff committee to review proposals received.)

12. If there is no further business, a motion is in order to adjourn.



MANCHESTER WATER WORKS

281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

BOARD OF WATER COMMISSIONERS

C. ARTHUR SOUCY
President

PATRICIA H. CORNELL
Clerk

RICHARD M. BUNKER
LOUIS C. D'ALLESANDRO
DYLAN R. CRUESS
WILLIAM A. BEATON

Ex Officio
HON. FRANK C. GUINTA
Mayor

THOMAS M. BOWEN, P.E.
Director and Chief Engineer

ROBERT BEAURIVAGE, P.E.
Asst. Director

October 29, 2007

Committee on Lands and Buildings
c/o City Clerk
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Committee on Lands and Buildings:

Attached for the Committee's consideration is an easement between the City of Manchester, Manchester Water Works and Attorney David B. Campbell and Sean Gildea granting the right to utilize a small 2,923 square foot parcel of land located on the easterly side of Londonderry Turnpike north of the Route 101 off ramp primarily for storm water treatment. Attorney Campbell currently owns an approximate one-acre parcel located north of the easement area and intends to develop for commercial use.

The easement, as defined, would require the property to be restored to its undisturbed condition by the removal of considerable amounts of fill and require the property to primarily be used for storm water treatment from the abutting site.

The easement, as proposed, has been reviewed by the City Solicitor and has been approved by the Board of Water Commissioners at their meeting on Wednesday, October 24, 2007.

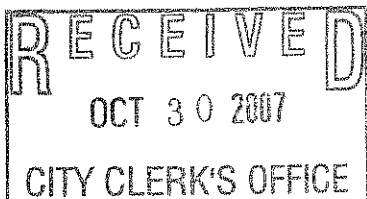
Sincerely,

Thomas M. Bowen, P.E.
Director

TMB:ds

Enclosure

cc: Robert Beaurivage, P.E.
Thomas Clark, City Solicitor



3

AFTER RECORDING RETURN TO:

David B. Campbell
10 East Dunstable Road
Nashua, NH 03060

EASEMENT DEED

The City of Manchester, a New Hampshire municipal corporation **acting through the Manchester Water Works** with a principal place of business at 281 Lincoln Street, Manchester, County of Hillsborough, State of New Hampshire (hereinafter "**Grantor**") hereby grants to **David B. Campbell** and **Sean Gildea** of 10 East Dunstable Road, Nashua, County of Hillsborough, State of New Hampshire, as tenants-in-common, and their successors and/or assigns (collectively hereinafter "**Grantee**"), with *Quitclaim Covenants*, an easement for the permanent use and enjoyment of the following described property:

A certain parcel of land situated in the City of Manchester, County of Hillsborough, State of New Hampshire on the easterly side of the Londonderry Turnpike also known as NH Route 28 by-pass, bounded and described as follows:

Beginning at the granite bound found at the southwest corner of the premises at the intersection of the easterly sideline of Londonderry Turnpike and the northerly sideline of NH Route 101; thence

N 40° 27' 22" W, a distance of 41.79 feet along the easterly sideline of Londonderry Turnpike to a point at land now or formerly of the Grantee; thence

N 85° 00' 57" E, 107.16 feet along land of said Grantee to a concrete bound found at land of the Grantor; thence

S 05° 13' 24" E, 26.47 feet along land of the Grantor to a point on the northerly sideline of NH Route 101; thence

S 79° 48' 36" W, 83.36 feet along the northerly sideline of NH Route 101 to the beginning;

Containing 2,923 Sq. Ft.

Said parcel is also described as part of lots 191 and 203 as depicted on a plan of land in Manchester and Auburn, New Hampshire owned by Samuel G. Reed, dated May 1895, prepared by John P. Young, C.E. and recorded in the Rockingham County Registry of Deeds as plan 0776. Excepting and reserving that portion taken by the State of New Hampshire in Hillsborough County Registry of Deeds at Book 1635 Page 478.

Said Easement Deed is granted subject to and contingent upon the following restrictions, which the Grantee, its successors and assigns, by acceptance of this Easement Deed agree to:

1. No building structures, parking or septic disposal systems shall be allowed within the described easement area which essentially shall remain in a natural condition except for a driveway. Fencing, drainage and signage shall be allowed.
2. All existing fill material shall be removed and prohibited henceforth from land of the Grantor, now or formerly identified in the City of Manchester tax records as Map 600, Lot 11.
3. Prior to the submission of any site plan to the Manchester Planning Board for the development of the easement area and/or any adjacent parcels of land owned by the Grantee, the Grantee and Grantor agree to work in good faith to develop a storm water treatment plan to protect the Massabesic Lake watershed that is acceptable to the Grantor including, but not limited to the loaming, seeding and vegetating of all slopes.

This easement deed and the restrictions herein described shall run with the land in perpetuity and inure to the benefit of the Grantor, its successors and assigns, and to the burden of the Grantee, its successors in interest and assigns.

There is no homestead right in the described easement area.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2007.

**The City of Manchester, acting through the
Manchester Water Works**

Witness

By: _____
Frank C. Guinta

Mayor

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

Dated this ____ day of _____, 2007

Before me, personally appeared the above named Frank C. Guinta in his capacity as Mayor of the City of Manchester and acknowledged that he executed the forgoing easement deed as his free act for the purposes contained therein.

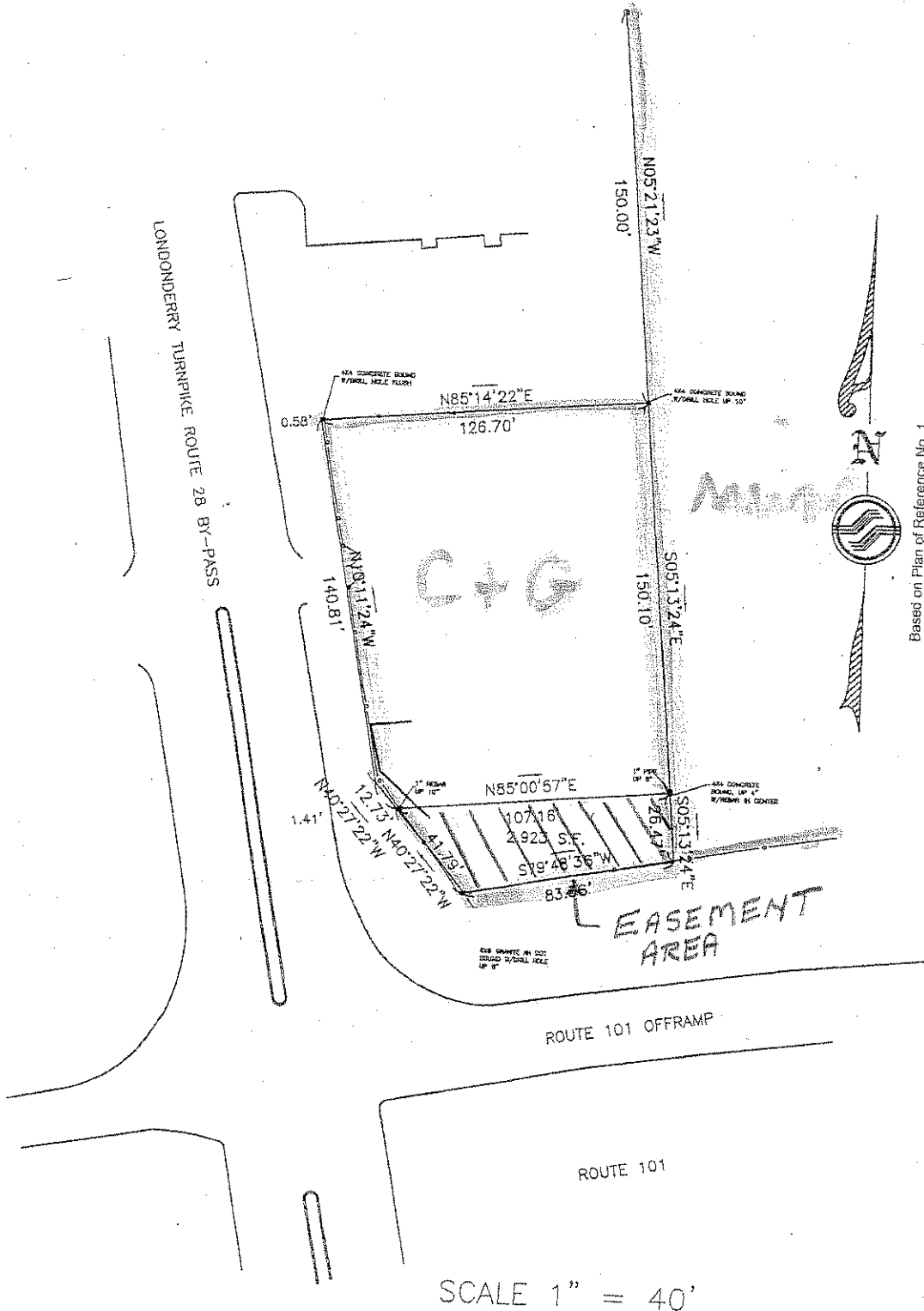
Before me,

Notary Public/Justice of the Peace

Name:

My Commission Expires:

EXHIBIT B





DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Albuquerque, NM (the "City"). This map is not survey quality, and the City makes no warranty, expressed or implied, as to its accuracy. Any use of the map, including any reproduction, is at the user's sole risk, with the user assuming all liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled are kept in the offices of the City, County and State government agencies and departments, including business hours. By using this map, you agree to these terms and conditions.



**Public Service
of New Hampshire**

Public Service Company of New Hampshire
8 East Point Drive
Hooksett, NH 03106
1-800-662-7764

The Northeast Utilities System

1 City Hall Plaza
Manchester, NH 03101
Attn: Leo Bernier

Land and Buildings Committee:

Enclosed is an easement that Public Service of New Hampshire respectfully submits for your approval. This easement is required in order for PSNH to remove an existing line that currently feeds the State of NH DOT shed on Rt. 101 and to relocate said line to City owned property. (Tax map #492 Lot 12)

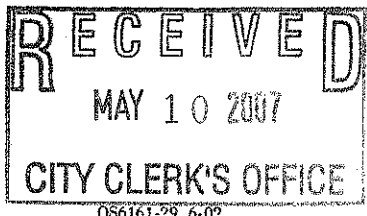
The current line feeds between lots known as Tax map lot 13 and lot 15. The customer who owns lot 13, (229 Groveland Ave), has raised the grade of his property considerably and requested that PSNH remove the existing overhead line. During our review process, PSNH came to the conclusion that we had not obtained sufficient legal rights to remain over said property. I am also enclosing a copy of the tax map with lot lines and abutters list. As well as a copy of the existing Deed of Warranty and Easement for the water line.

Please contact me at the number below with any questions or concerns.

Respectfully submitted,

John O'Connor
PSNH Field Technician
8 East Point Drive
Hooksett, NH 03106
Hooksett Area Work Center
Office 603-634-2076
Fax 603-634-2007
Oconnjp@nu.com

C.C.
Pauline Boire - PSNH
Doug Frazier - PSNH
Dennis Ancil - City of Manchester
Chuck Deprima - City of Manchester



4

Public Service of NH
Attn: Pauline Boire
PO Box 330
Manchester, NH 03105
EBA-
STORMS# 710864
Town: 293

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that the City of Manchester, a New Hampshire municipal corporation having a place of business at One City Hall Plaza, Manchester, County of Hillsborough, State of New Hampshire 03101 (hereinafter called the Grantor(s)), for consideration paid, grant(s) to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE (PSNH), a corporation duly established by law, with a mailing address of P.O. Box 330, in Manchester, in the County of Hillsborough, in the State of New Hampshire, 03105, (hereinafter called the Grantee), and its successors and assigns, with QUITCLAIM covenants, the RIGHT and EASEMENT to lay, install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove aboveground lines which may consist of wires, markers, poles, and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or communications and intelligence, and to do the necessary cutting and trimming of trees and brush, over, under and across land owned by the Grantor(s) off Groveland Avenue in Manchester, County of Hillsborough, State of New Hampshire, more fully described in deeds of Felix A. Catudal to City of Manchester all dated April 28, 1972 and recorded in the Hillsborough County Registry of Deeds, Book 2208, Pages 276; 277; 278.

Said easement will be located within the following described limits:

Beginning at pole numbered 689/12 to be located on the northeasterly side of Groveland Avenue and extending aboveground in a northeasterly direction one hundred twenty six (126) feet, more or less, to the northeast boundary of property currently known as Tax Map 492, Lot 12; thence continuing aboveground in a northeasterly direction two hundred (200) feet, more or less, placing two poles to be numbered 689/12-1 and 689/12-2 within property known as Tax Map 522, Lot 5, to a point on the northeast boundary at land now of the State of New Hampshire to provide service to said State property.

The width of this easement shall be 20 feet; 10 feet either side of the center line of the distribution lines as constructed. This easement grants the right for guying/anchoring facilities outside the 20 foot strip. Together with the right to lay, install, construct, reconstruct, operate, maintain, repair, replace and remove any service cables and related equipment extending to any

buildings or structures on said land in order to provide electric or telephone service and/or communications and intelligence thereto. This conveyance shall include the right of access from other land of the Grantor(s) for all purposes in connection with the exercise of the within granted easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on adjacent land, provided that the land shall be restored by the Grantee(s) to substantially the condition in which it was immediately prior to such excavation, trenching, and backfilling; the right to go upon adjoining land when working on said lines and associated equipment.

The Grantor(s) for itself and its heirs, executors, administrators, successors and assigns, covenant(s) and agree(s) that it will not erect or maintain, or permit to be erected or maintained, any building or structure of any kind or nature upon the land over said easement and that it will not plant or permit to be planted any trees over said easement.

Witness our hands this _____ day of _____, 2006.

City of Manchester

BY: _____
Frank C. Guinta, Mayor

State/Commonwealth of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Frank C. Guinta, Mayor of the City of Manchester a New Hampshire municipal corporation.

My Commission expires:

Notary Public/Justice of the Peace

Public Service of NH
Attn: Pauline Boire
PO Box 330
Manchester, NH 03105
EBA-
STORMS# 710864
Town: 293

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that the City of Manchester, a New Hampshire municipal corporation having a place of business at One City Hall Plaza, Manchester, County of Hillsborough, State of New Hampshire 03101 (hereinafter called the Grantor(s)), for consideration paid, grant(s) to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE (PSNH), a corporation duly established by law, with a mailing address of P.O. Box 330, in Manchester, in the County of Hillsborough, in the State of New Hampshire, 03105, (hereinafter called the Grantee), and its successors and assigns, with QUITCLAIM covenants, the RIGHT and EASEMENT to lay, install, construct, reconstruct, operate, maintain, repair, replace, patrol and remove aboveground lines which may consist of wires, markers, poles, and towers together with foundations, crossarms, braces, anchors, guys, grounds and other equipment, for transmitting electric current and/or communications and intelligence, and to do the necessary cutting and trimming of trees and brush, over, under and across land owned by the Grantor(s) off Groveland Avenue in Manchester, County of Hillsborough, State of New Hampshire, more fully described in deeds of Felix A. Catudal to City of Manchester all dated April 28, 1972 and recorded in the Hillsborough County Registry of Deeds, Book 2208, Pages 276; 277; 278.

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buildings or structures on said land in order to provide electric or telephone service and/or communications and intelligence thereto. This conveyance shall include the right of access from other land of the Grantor(s) for all purposes in connection with the exercise of the within granted easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on adjacent land, provided that the land shall be restored by the Grantee(s) to substantially the condition in which it was immediately prior to such excavation, trenching, and backfilling; the right to go upon adjoining land when working on said lines and associated equipment.

The Grantor(s) for itself and its heirs, executors, administrators, successors and assigns, covenant(s) and agree(s) that it will not erect or maintain, or permit to be erected or maintained, any building or structure of any kind or nature upon the land over said easement and that it will not plant or permit to be planted any trees over said easement.

Witness our hands this _____ day of _____, 2006.

City of Manchester

BY: _____
Frank C. Guinta, Mayor

State/Commonwealth of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Frank C. Guinta, Mayor of the City of Manchester a New Hampshire municipal corporation.

My Commission expires:

Notary Public/Justice of the Peace

Please Return To:

Olde Patriot Title & Closing Services, Inc.

77 Gilcrest Road, Suite 1000

Londonderry, NH 03053

File #041-00244 F17

4037170

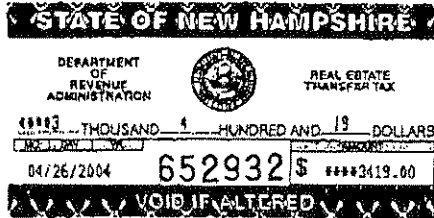
2004 APR 26 AM 11:22

1114K

492

Lot 15

14.37
 2
 6.37 3419.00
 \$



Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that James R. Palys, married, of 42 Twin Bridge Road, Weare, NH

for consideration paid grant to Daniel W. Laughner and Kimberly M. Laughner, husband and wife, of 1791 Bodwell Road, #20, Manchester, NH 03109

with WARRANTY COVENANTS.

as joint tenants with rights of survivorship

Several tracts of land with the buildings thereon, situated in the City of Manchester, County of Hillsborough and State of New Hampshire, more particularly described as Lots No. 147, 148, and 149 Groveland Avenue, Manchester, New Hampshire, as shown on Plan of Land in Manchester, New Hampshire entitled "New Hampshire Lakeview Terrace, John T. Desmond, C.E., June 1899" and being recorded in the Hillsborough County Registry of Deeds as Plan No. 306A.

Said premises are subject to Pole and Line easement to State of New Hampshire as recorded in said Registry in Volume 1693, Page 220. Said premises are also subject to right to State of New Hampshire to construct a water line as recorded in said Registry of Deeds in Volume 2431, Page 284.

Meaning and intending to convey the same premises conveyed to the above grantors by deed of Robert J. Palys dated December 31, 2000, and recorded at the Hillsborough County Registry of Deeds at Book 7149, Page 1072.

THE ABOVE PROPERTY IS NEITHER THE HOMESTEAD OF THE GRANTOR OR HIS/HER SPOUSE AND THEREFORE HOMESTEAD RIGHTS DO NOT APPLY.

BK 7217 PG 1176

Please Return To:

Olde Patriot Title & Closing Services, Inc.

77 Gilcrest Road, Suite 1000

Londonderry, NH 03053

File #041-00244

WITNESS our hand and seal this 23rd day of April, 2004.

David J. Ryan
Witness

James R. Palys
James R. Palys

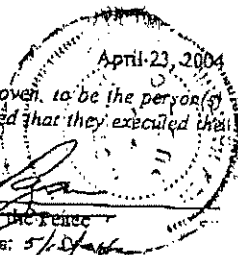
State of New Hampshire

County of Rockingham

Personally appeared James R. Palys known to me, or satisfactorily proven, to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Before me,

David J. Ryan
Notary Public/Justice of the Peace
My Commission Expires: 5/1/2008



SWS StreamLine Deed - Warranty Rev. 2/11/04

0K7217PG1177

220

DEED OF WARRANTY

THAT I, WARREN K. CRAIG, single, of MANCHESTER, HILLSBOROUGH County, State of NEW HAMPSHIRE, for consideration paid, grant to The State of New Hampshire, with WARRANTY covenants,

A pole line easement across my property starting on the Easterly side of Groveland Avenue in the City of Manchester, County of Hillsborough, State of New Hampshire, and running in an Easterly direction across the Northerly side of my premises to land of BURTON G. COOK. AND with this Easement the GRANTOR does hereby convey to the State of New Hampshire the right to construct, repair, rebuild, operate, patrol and remove overhead lines consisting of electric and/or telephone wires, poles, together with crossarms, braces, anchors, guys and other equipment for transmitting electric current and/or intelligence over.

TO HAVE AND TO HOLD the granted easement with all the privileges thereunto belonging to the State of New Hampshire, it and its successors and assigns forever.

WITNESS my hand and seal this 15 day of July, A.D., 1962.

WITNESS:

STATE OF NEW HAMPSHIRE
County of HILLSBOROUGH

On this the 15 day of July, 1962, before me, Loren A. Mitchell, the undersigned officer, personally appeared Warren K. Craig known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Loren A. Mitchell
Justice of the Peace - - Notary Public.

HILLSBOROUGH, SS. Received and recorded 0-30 A.M., July 18, 1962.

Examined by Donat Corriveau Register.

BK-2431 PGE-284

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT, I, Fannie Bell Craig, widow, of 168 Bismark Street, Manchester, County of Hillsborough, State of New Hampshire, for and in consideration of the sum of one dollar and other valuable consideration, before the delivery thereof, well and truly paid by the State of New Hampshire, the receipt whereof I do hereby acknowledge, do hereby release to the said State of New Hampshire the right to construct a water line on my property in said City of Manchester as shown on a Plan of Manchester - B-2718 on record in the N. H. Department of Public Works and Highways, an easement on a strip of land having the Center Line described as follows:

Beginning at a point on the North side of Groveland Avenue in said Manchester and running parallel to and five (5') feet Southeasterly of the Center Line of the existing power poles.

AND I DO HEREBY ALSO RELEASE to the State of New Hampshire the right to forever maintain said pipeline in good repair and enter upon my land at any and all times for the purpose of cleaning out and servicing said pipeline, providing however, that no damage to my land or crops is occasioned by these entries or repairs.

I HEREBY RELEASE the said City of Manchester and the State of New Hampshire from any and all claims to damage arising from or incidental to the construction or the maintenance of the water line easement referred to above with the exception as stated.

TO HAVE AND TO HOLD the granted easement with all the privileges thereunto belonging to the State of New Hampshire, it and its successors and assigns forever.

IN WITNESS WHEREOF, I, have hereunto set my hand and seal this 3rd day of December, 1975.

Signed, sealed and delivered in the presence of:

Richard B. Patten

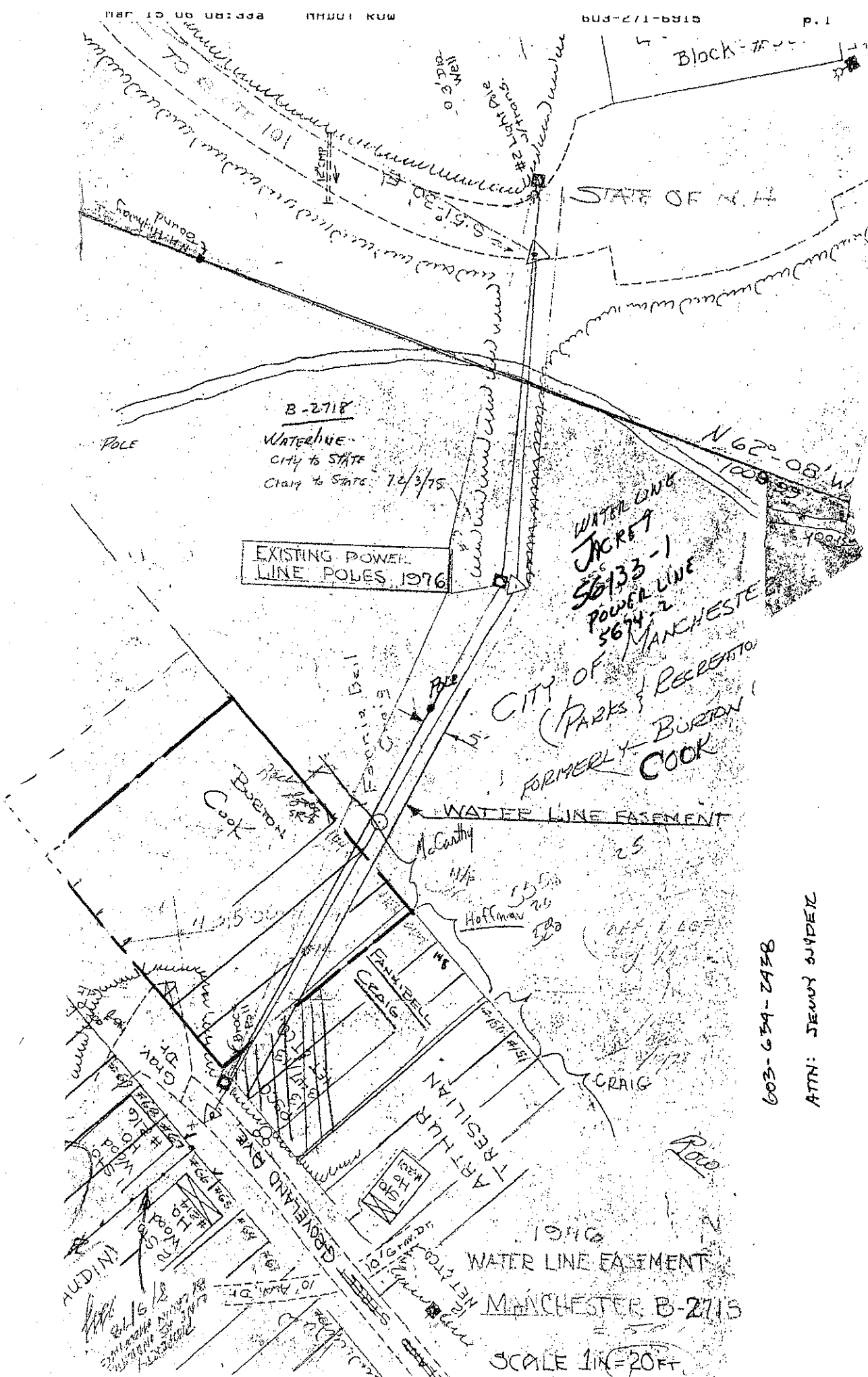
Fannie Bell Craig
Fannie Bell Craig

STATE OF NEW HAMPSHIRE, Hillsborough SS. Dec 3 A.D., 1975.

Personally appeared the above-named Fannie Bell Craig and acknowledged the foregoing instrument to be her voluntary act and deed.
Before me:

Alvin H. Russell
Justice of the Peace

Dec 9 9 58 AM '75
RECEIVED
HILLSBOROUGH COUNTY
REGISTRY OF DEEDS



603-634-2438
ATTN: JENNY SYDEZ

JUNE 1899

HESTER,

PREPARED BY

DT -

RAL AID
328, CANDIA

RD AND

P 522 LOT 1,
ED
NEERING

N PLAN
TER, TAX
IRE" DATED
ERING,

1, 1832
JE

TAX MAP #869 LOT #21A
STATE OF NEW HAMPSHIRE
P.O. BOX 483
C/O JOHN O. MORTON BLDG
CONCORD, NH 03301-0483

COPY

ROUTE 101

GROVELAND AVENUE

ADDITIONAL ABUTTERS LIST

TAX MAP #493 LOT #16B
WESLEY & KATHLEEN CAMIC
73 GROVELAND AVENUE
MANCHESTER, NH 03104-5822
V. 2438 P. 181
V. 2449 P. 262

TAX MAP #493 LOT #14
EDWARD & ALICE GLANCE
109 GROVELAND AVENUE
MANCHESTER, NH 03104-5822
V. 1324 P. 410
V. 2091 P. 397

TAX MAP #493 LOT #12B
ELAINE GARON
135 GROVELAND AVENUE
MANCHESTER, NH 03104-5822
V. 5303 P. 70

TAX MAP #493 LOT #13
JOHN & ADRIAN O'NEIL
129 GROVELAND AVENUE
MANCHESTER, NH 03104-5822
V. 6985 P. 85

TAX MAP #493 LOT #12 & 23
RICHARD GARON
135 GROVELAND AVENUE
MANCHESTER, NH 03104-5822
V. 6707 P. 853
V. 7420 P. 995

TAX MAP #493 LOT #12A &
TAX MAP #492 LOT #21
MARC & LISA VALLEE
155 GROVELAND AVENUE
MANCHESTER, NH 03104-5822
V. 2977 P. 176

TAX MAP #492 LOT #26, 20, 18A, 16 & 12
CITY OF MANCHESTER
ONE CITY HALL PLAZA
MANCHESTER, NH 03101
V. 2208 P. 276
V. 2208 P. 277
V. 2208 P. 268

TAX MAP #492 LOT #19
CHARLES LOUGEE
147 HACKETT HILL ROAD
MANCHESTER, NH 03106-2510
V. 1097 P. 236

TAX MAP #492 LOT #17 & 18
LAURIE BERNARD
201 GROVELAND AVENUE
MANCHESTER, NH 03104
V. 6780 P. 1045

TAX MAP #492 LOT #15
DANIEL & KIMBERLY LAUGHNER
215 GROVELAND AVENUE
MANCHESTER, NH 03104
V. 7217 P. 1176

TAX MAP #492 LOT #13
ERIC VAUGHAN
229 GROVELAND AVENUE
MANCHESTER, NH 03104-5823
V. 5967 P. 1894

TAX MAP #492 LOT #11
MARY A. BOBOTAS REV. TR.
85 MIRROR STREET
MANCHESTER, NH 03104
V. 6150 P. 1765

TAX MAP #492 LOT #10
ARTHUR & LOUISE DESLILE
216 GROVELAND AVENUE
MANCHESTER, NH 03104-5821
V. 1481 P. 326

TAX MAP #492 LOT #9A
STATE OF NH DEPARTMENT
OF HIGHWAYS
1 HAZEN DRIVE
CONCORD, NH 03301

TAX MAP #522 LOT #4
MANCHESTER WATER WORKS
281 LINCOLN STREET
MANCHESTER, NH 03103
V. 968 P. 191

TAX MAP #522 LOT #5
EXISTING
9.74 ACRES±
PROPOSED
9.65 ACRES±

PARCEL "A"
3,735 S.F.±
0.0857 ACRES±

8-6-07 Planning Board to
negotiate + report
back

Subj: **FW: Building for sale**
Date: 6/18/2007 5:08:09 PM Eastern Daylight Time
From: MLOPEZ@manchesternh.gov
To: aldmjl@aol.com

From: VanZanten, Denise
Sent: Monday, June 18, 2007 5:01:01 PM
To: Guinta, Frank; Lopez, Michael
Subject: Building for sale
Auto forwarded by a Rule

Dear Mayor Guinta and Alderman Lopez,

MARTIN

Late last Friday I received a phone call from Doug Martel of Grubb and Ellis, who represents the owner of the old Prive Garage at 115 West Street, behind our West Branch library. The owner is asking \$209,000 for the property and they know that the city has had an interest in increasing parking for the library and senior center.

After meeting with the Trustees today for our monthly meeting they have asked me to let you know of this opportunity. We know that city funds are extremely tight but felt that we should at least bring this potential for additional parking to your attention. If you should have any questions please give me a call.

Sincerely,

Denise

Denise van Zanten
Library Director
Manchester City Library
405 Pine Street
Manchester, New Hampshire 03104
603-624-6550 X329

1/4

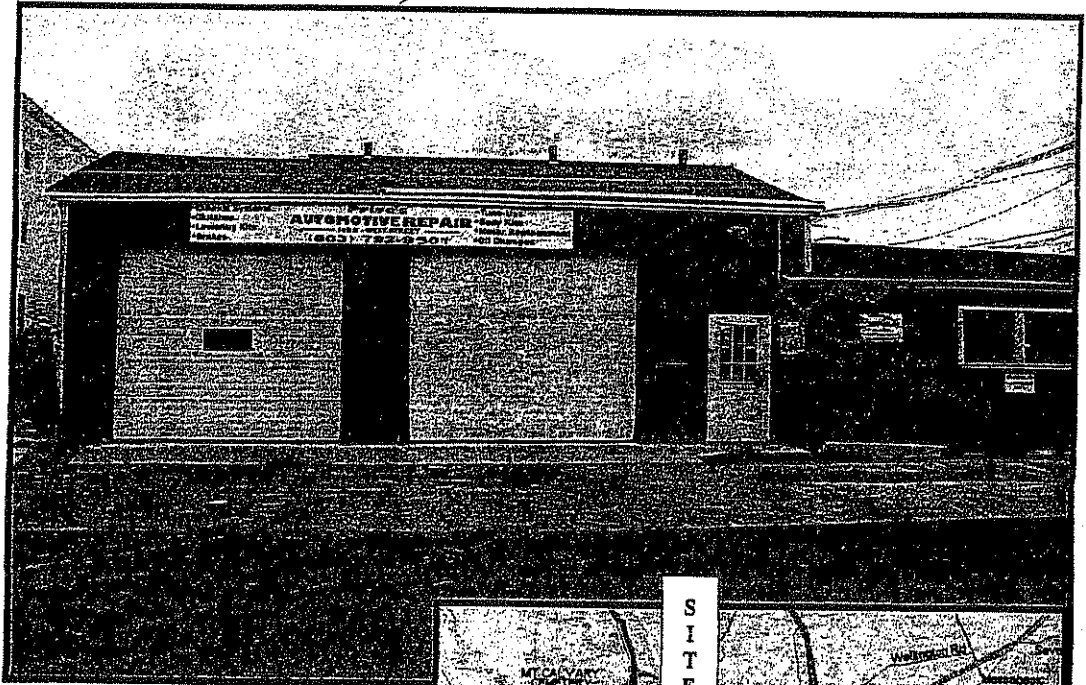
5

Tuesday, June 19, 2007 America Online: Aldmjl

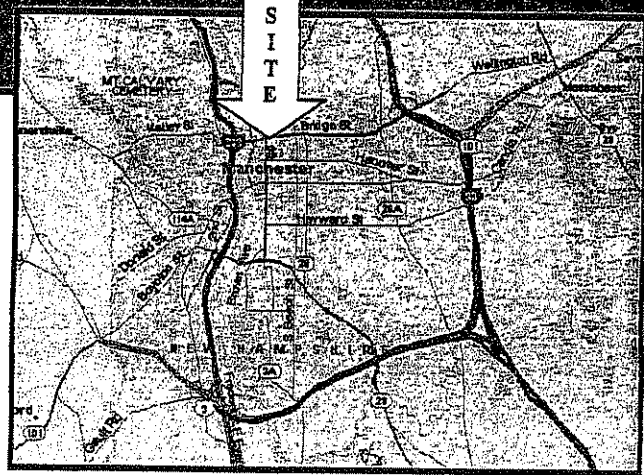
For Sale

115 West Street Manchester, NH

- 2,844+/- sf service/warehouse building available for sale on .23+/- acres
- 4 additional storage garage units available which lends to more income potential
- Easily accessible via Exit 5 (Granite Street) off Route 293
- R3 zoning allows for grandfathered use as a automotive shop and/or appliance repair
- Ideal location for auto repair or sales shop
- Interior highlights: office, rest room, bay heights (12'), size of doors (10')
- Neighbors include the recently renovated West Side Library and Manchester West High School



List Price:
\$209,000



For additional information, please contact:

Doug Martin

dmartin@coldstreamre.com

Jim DeStefano

jdestefano@coldstreamre.com



Grubb & Ellis

Property Solutions Worldwide

Coldstream
Real Estate
Advisors, Inc.

170 South River Road Bedford, NH 03110

(603) 623-0100 Fax (603) 645-6576

Independently Owned and Operated

www.coldstreamre.com

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5

CONSTRUCTION DATA									
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description	Factor	
Style/Type	77		Clubs/Lodges	Heat & AC	04		AVERAGE		
Model	04		Commercial 1%	Frame Type	02		WOOD FRAME		
Grade	03		Average	Baths/Plumbing	02		AVERAGE		
Stories	1		1 Story	Ceiling/Wall	06		CEIL & WALLS		
Occupancy	01			Rooms/Ptns	02		AVERAGE		
Exterior Wall 1	11		Clapboard	% Common Wall	0				
2				Wall Height	9				
Roof Structure	03		Gable/Hip						
Roof Cover	03		Asph/F Gls/Cmp						
Interior Wall 1	02		Wall Brd/Wood						
2									
Interior Floor 1	06		Inlaid/Linoleu						
2									
Heating Fuel	03		Gas						
Heating Type	03		Hot Air-no Duc						
AC Type	01		None						
Bedrooms	00		Zero Bedrooms						
Bathrooms	0		Zero Bathrms						
Total Rooms									
Bath Type									
Kitchen Style									
UNADJUSTED COSTS									
Code	Description		Percentage						
3260	REST/CLUBS		100						
ADJUSTED COSTS									
Code	Description	L/B	Units	Unit Price	Yr.	Dp Rt	%Chd	Apr. Value	
FGRI	GARAGE-AVE	L	903	16.00	1935	0	50	7,200	
PAV1	PAVING-ASPHALT	L	6,000	0.90	1965	0	50	2,700	
TOTAL BUILDING COSTS									
BUILDING SQUARE FEET AND VOLUME									
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undepr. Value			
BAS	First Floor	2,044	2,044	2,044	55.69	113,830			
SLB	Slab	0	0	0	0.00	0			
TOTAL GROSS LIVING AREA									
		2,044	4,088	2,044	Bldg Val.	113,830			



Vision ID: 19135

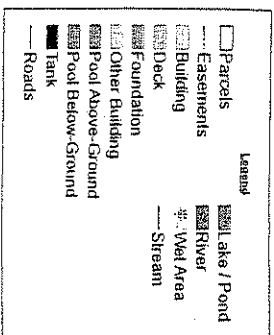
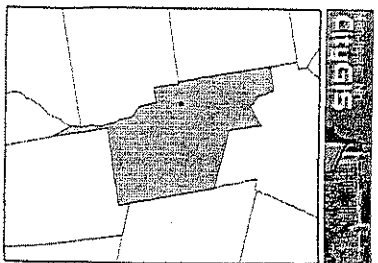
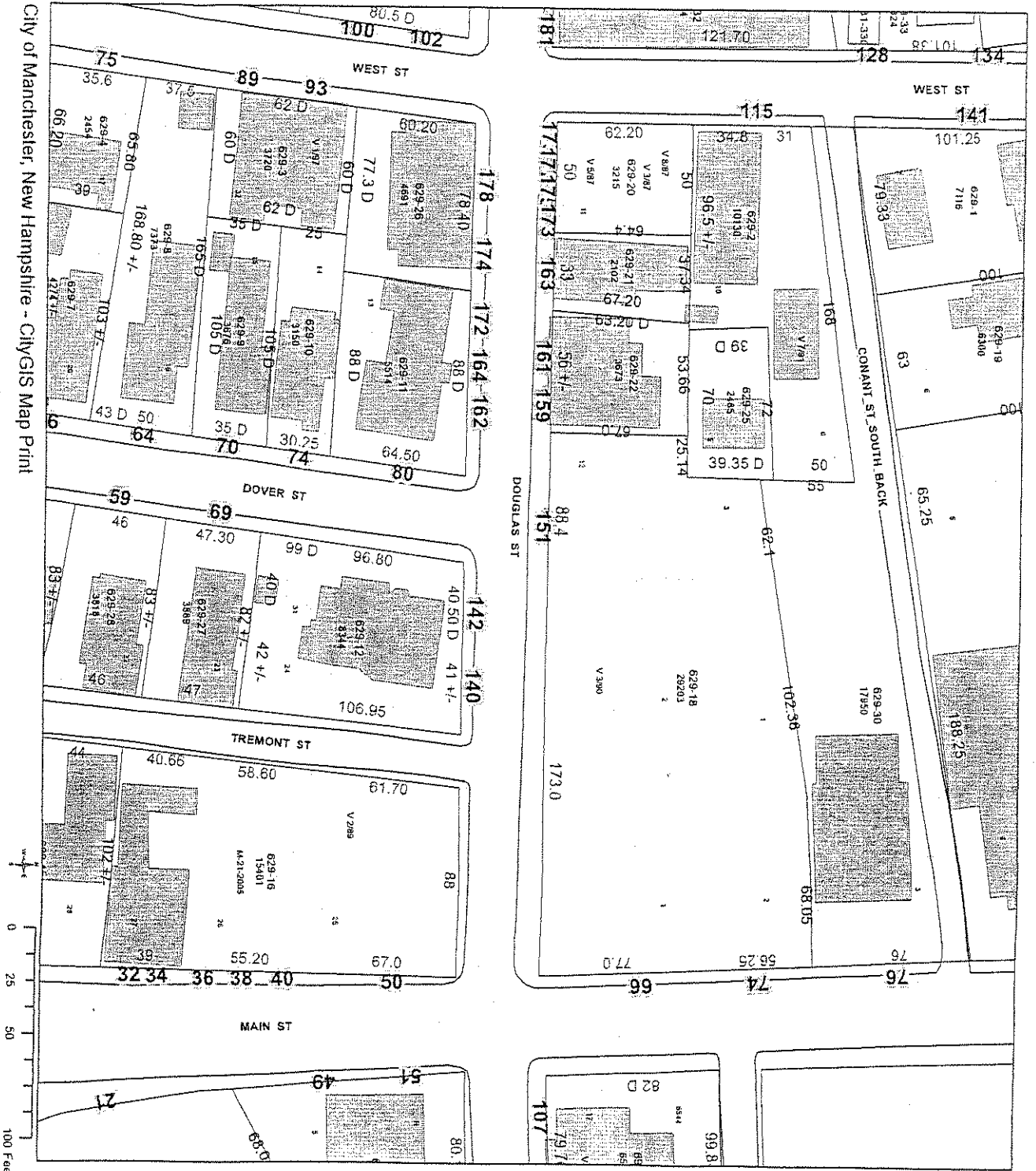
17000 / 16790 : 01 JPM

Other ID:

Bldg #: 1 Card 1 of 1

Print Date: 05/24/2005 09:58

2017 MANCHESTER, NH		VISION	
115 WEST ST MANCHESTER, NH 03102 Additional Owners:		1 Level 1 All Public 1 Paved 1 Urban	
Account # 8422379 Land Adj NO Voided NO Total SF 10130 Zone C Frontage/Dep No		Supplemental Data RAD OR CAD RAD = 570 Old LUC Sketch Note Land Class C Parcel Zip 03102-4342	
RECORD OF OWNERSHIP UBCDC LLC HEBERT, LEONARD		BAVOLE PAGE 6293/420 09/20/2000 Q I 110,000 0	
EXEMPTIONS Year Type/Description Amount Code Description Number Amount Comm. Int.		OTHER ASSESSMENTS Yr. Code Assessed Value Yr. Code Assessed Value Yr. Code Assessed Value Total:	
PERMIT 100% COMPLETE 3/07/01 DBA- WORKMANS CLUB		APPROPRIATE ASSESSMENT Yr. Code Assessed Value Yr. Code Assessed Value Yr. Code Assessed Value Total:	
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PERMIT 100% COMPLETE 3/07/01 DBA- WORKMANS CLUB		APPROPRIATE ASSESSMENT Yr. Code Assessed Value Yr. Code Assessed Value Yr. Code Assessed Value Total:	
PERMIT 100% COMPLETE 3/07			



The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester. It is the City's policy to not survey, plat, or certify any boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranty, expressed or implied, concerning the accuracy, reliability, or suitability of this information for any particular use. The City's policy is to not provide any assistance or advice in the use or misuse of this information. The official public records which this information was compiled are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.

DISCLAIMER



CITY OF MANCHESTER

Board of Aldermen



July 9, 2007

IN BOARD OF MAYOR & ALDERMEN

DATE: July 10, 2007

ON MOTION OF ALD. Lopez

SECONDED BY ALD. Thibault

VOTED TO refer to the Committee on
on Lands and Buildings.

The Honorable
Board of Mayor and Aldermen
One City Hall Plaza
Manchester, NH 03101

S. L. Pomeroy
CITY CLERK

Re: Potential acquisition of property abutting the Senior Center

Dear Colleagues:

When the William B. Cashin Senior Center was built we were all aware that parking was needed. I recently received an e-mail addressed to myself and the Mayor regarding the availability of 115 West Street, located in the rear area of the City Library/Senior Center. The property is up for sale.

In a conversation with Grub and Ellis I was informed that "the owner is willing to work with the city in buying this building for parking." Enclosed is information relating to the property.

Therefore, I am asking the Board's approval to request Bob MacKenzie to contact Grub & Ellis to discuss a reasonable purchase price for the city and report to the Committee on Lands and Buildings as soon as possible.

Sincerely,

[Signature]
Mike Lopez
Alderman-At-Large



CITY OF MANCHESTER

Planning and Community Development

Robert S. MacKenzie, AICP
Director

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

July 30, 2007

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Possible acquisition of 115 West Street for the Senior Center & West Side Library*

Honorable Committee Members:

The BMA has requested that I review property at 115 West Street for possible acquisition by the City for purposes of additional parking for both the Senior Center and the West Side Library.

The attached facilities have two distinct parking areas: one behind the West Side Library with 11 spaces and one behind the Senior Center with 45 spaces. There is also an agreement with the adjacent church for up to 5 spaces for a total of 61 available parking spaces. The directors of the Library and Senior Center indicate that both facilities are popular destinations on the West Side and regularly exceed the available parking capacity. The property at 115 West Street abuts a portion of the West Side Library and extends outward to West Street along the alley. It is estimated that removing the current buildings on the property and creating a parking lot would add approximately 25 parking spaces or a 40% increase.

The property at 115 West Street contains two small commercial buildings and has an asking price of \$209,000. The buildings would have to be demolished to make way for parking. The site abuts a residential property and the parking lot for the Workman's Club. I have met with the commercial broker for the property – Grubb & Ellis – but have not as yet discussed any possible offer by the City.

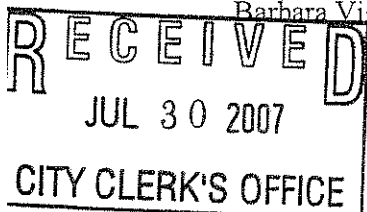
If the City were to proceed to a purchase and sales agreement, I would recommend that a Phase 1 Environmental Site Assessment be done, a title search of the property, and that the P&S be subject to a vacant building at time of closing. I have attached a draft project budget (excluding acquisition cost which is to be negotiated) and a site sketch of possible parking on the site.

I would note that several City departments have helped in the evaluation and I appreciate their assistance. If you have any questions, our staff will be available at your meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

C: Denise van Zanten
Barbara Vigneault



One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

115 West Street

Estimated Project Costs

	Estimate
Acquisition: Asking Price \$209,000	?
Misc Closing Costs: (Phase I environmental site assessment) (Prorata property taxes)	\$3,500.00
Demolition & Backfill cellar hole:	\$35,000.00
Environmental Remediation as may be required:	\$15,000.00
Construction of lot & landscaping:	\$45,000.00
Total Project Costs:	<div style="border: 2px solid black; width: 100px; height: 20px;"></div>
Estimated annual lost property taxes:	\$3,600.00

5

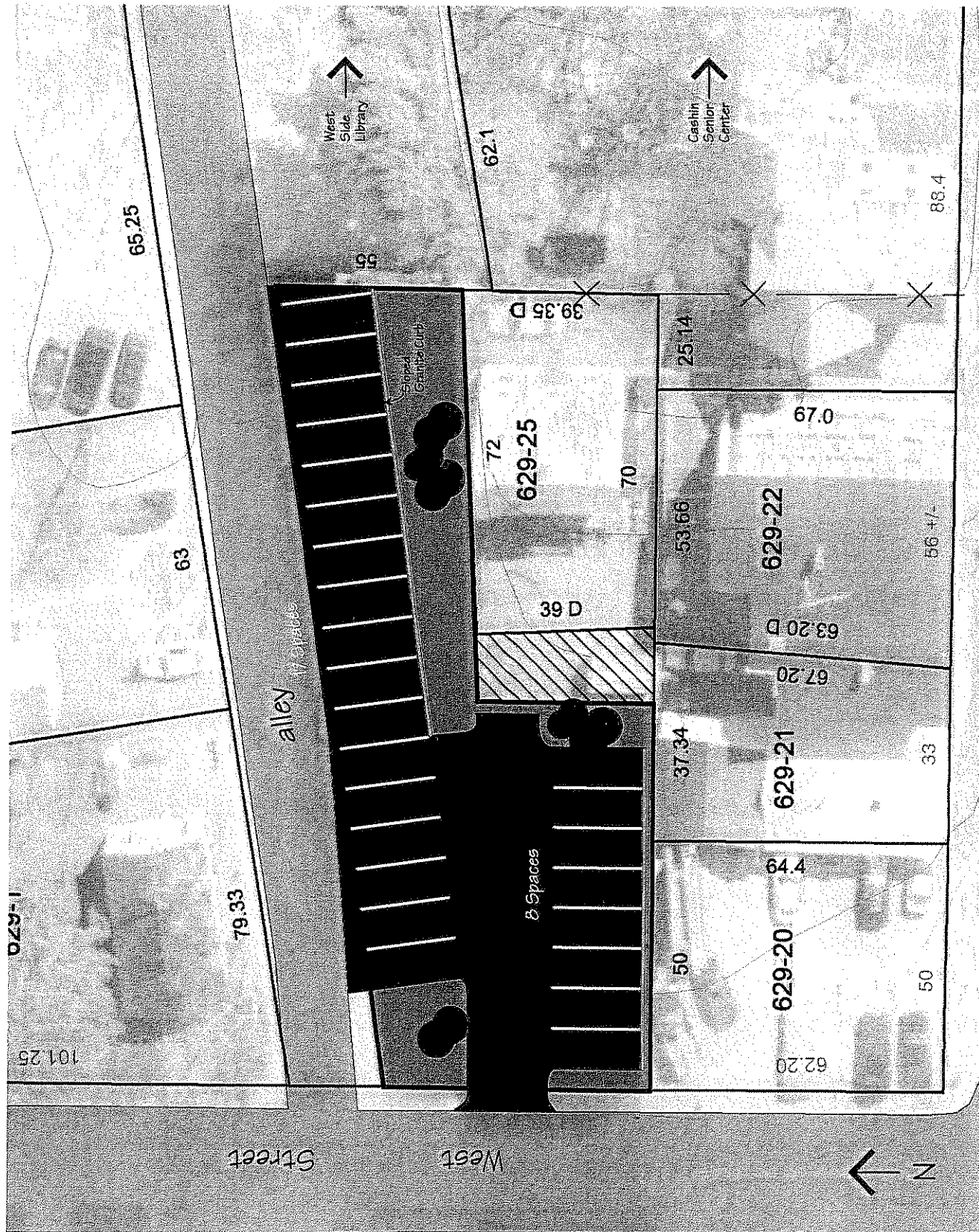
Possible Use for Parking

Current Site



July 2007

Planning & Community Development





August 15, 2007

Dear Mayor Guinta:

St. Andrew's Episcopal Church and the West Side Library building have been landmarks on Manchester's west side for more than a century. In recent years, the addition of the Senior Center has enhanced the appearance and community outreach of the block. It is now clear these institutions are receiving increased usage with each passing year.

Unfortunately the heavy use that the West Side Library and Senior Center receive throughout the day has totally overwhelmed the meager supply of public parking spaces. The lack of parking frequently poses public safety problems when double-parked vehicles block the emergency alley and access to Main St.

During the academic year the church's rental of a portion of its parking lot alleviates some neighborhood street parking issues while supplementing the church's operating budget. St. Andrew's Church has tried to be a good neighbor. During the summers of 2006 and 2007 the church provided the Senior Center with 20 courtesy guest passes. The church has also supplied the Senior Center with 5 courtesy guest passes during the school year.

St. Andrew's Church hosts 15 AA weekly meetings. The church Food Pantry and Thrift Shop provide support to many area families. The growth of our church's outreach programs make it likely we will be utilizing more of our own lot on a regular basis. We currently must use a towing company to remove vehicles that do not display a church guest pass in order to keep spaces open for parish use.

The Vestry of St. Andrew's Church strongly advocates the City's acquisition of 115 West Street to provide much needed additional parking for the West Side Library and Senior Center. The additional spaces would improve emergency access, create adequate parking for the West Side Library and Senior Center and enhance the appearance of the neighborhood.

Sincerely,

Barbara K. Hickok

Chairperson

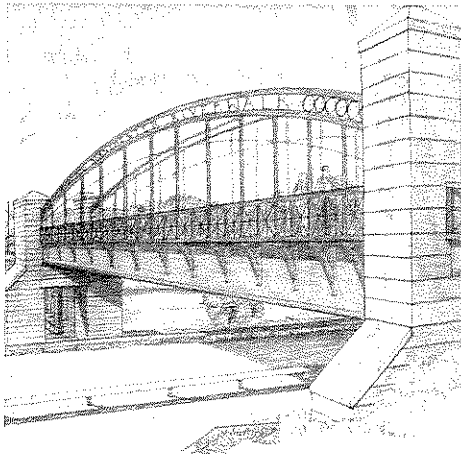
St. Andrew's Episcopal Church Vestry

cc: Michael Lopez

The Rev. Daniel Collier

102 N. Main Street - Manchester, NH 03102-4028

Church Office: 603-622-8632



HANDS ACROSS THE MERRIMACK, INC.
1000 Elm Street, Post Office Box 383
Manchester, New Hampshire 03105

October 17, 2007

Honorable Board of Mayor and Aldermen
One City Hall Plaza
Manchester, NH 03101

Dear Board of Mayor and Aldermen:

As you know, Hands Across the Merrimack is now projected to be completed by November 30th of this year.

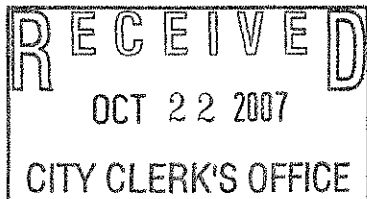
This is an ongoing effort, since we will continue to raise money for maintenance purposes.

One way we can raise additional monies is through naming rights. and the Board of Directors would like the option to entertain proposals for the naming rights.

Thank you for your consideration in this matter.

Sincerely,

Helen P. Closson



6



Greater Manchester Family YMCA

We build strong kids,
strong families, strong communities.

Corporate Office

Downtown Manchester

Camping Services

30 Mechanic Street

Manchester, NH 03101

603•623•3558

Fax 603•623•5934

www.manchesterymca.org

Goffstown Allard Center

116 Goffstown Back Road

Goffstown, NH 03045

603•623•3558

www.goffstownymca.org

Strafford County

PO Box 1804

Rochester, NH 03866

603•332•7334

www.straffordymca.org

YMCA of Greater Londonderry

206 Rockingham Road

Londonderry, NH 03053

603•437-9622

www.londonderryymca.org

Camps

Mi-Te-Na for Boys

Foss for Girls

HalfMoon

Coney Pine

Pa-Gon-Ki

October 19, 2007

Board of Mayor and Alderman

City Of Manchester

One City Hall Plaza/East Wing

Manchester, NH 03101

Re: Greater Manchester Family YMCA

30 Mechanic St.

Manchester, NH

Ladies and Gentlemen;

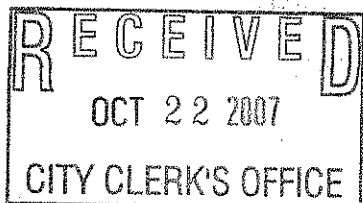
Please be advised that the Board of the Greater Manchester Family YMCA wishes to improve a safety condition at the main entrance to their facility at 30 Mechanic St. As you may know, the landing at the top of the steps in front of the door is minimal and individuals often have to stand on the steps to operate the door. Because the top step is so small, when the door is opened, it forces the person off the top step. This has resulted in numerous falls and many complaints from our senior members and families with young children. The Board wishes to extend the landing in front of the steps, which has the net effect of extending the toe of the steps beyond the property line into the street right of way.

You may recall that the YMCA had attained approval for an exterior elevator and vestibule in the past, when they provided dorm space on the upper two floors and provided handicap access with the elevator. As a result of budgetary considerations, the elevator was moved inside and only the vestibule ended up being constructed on the exterior of the building. At that time, they did get approval for encroaching in the public right of way leaving a net of 8'-0" clear from the structure to the face of curb. Using that guide, we are proposing to extend the steps as far as possible leaving the minimum clear space of 8'-0" from the first riser to the face of the curb, as indicated in the attached sketch.

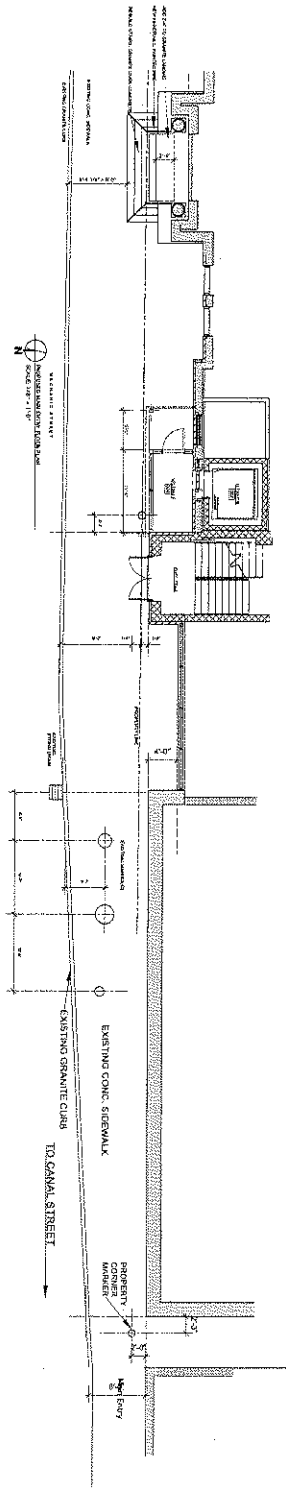
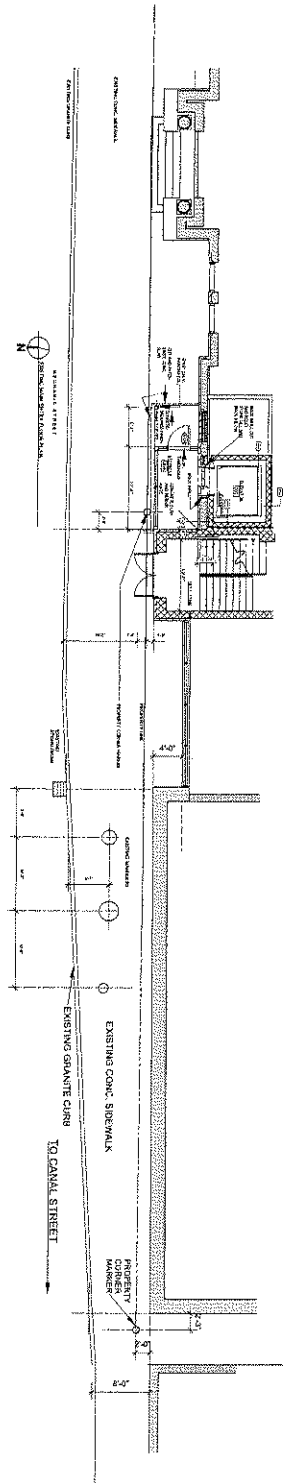
We would appreciate your favorable consideration, but in the meantime should you have any questions, please contact me at 232-8600 or Hjordan@gmfymca.org

Sincerely,

Harold J. Jordan, President
Greater Manchester Family YMCA



Heritage
United Way



GREATER MANCHESTER FAMILY YMCA
30 MECHANIC STREET, MANCHESTER, NH

DENNIS MIRE'S P.A.
THE ARCHITECTS
407 OLMSTED STREET, MANCHESTER, NH 03101
603-425-6548 FAX 603-425-6547

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DATE:

DATE: 10/17/2007
PROJECT NO.: 2002-03

A100

To: Mr. Hank Jhibault
chairman Land/Building Committee

September 7, 2007

From: Jerry & Mary Decepentigny

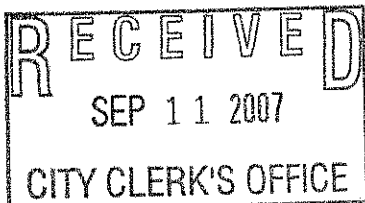
Re: Parcel ID # 440-9

For many years we have tried to acquire the above parcel without success due to questionable ownership. My father had respectfully maintained this land since the early 1930's and we have continued to do so. Five generations of our family have walked on this land as we are the sole abettles. As you can see, this parcel is most sacred to us. We have always followed up on any leads to ownership; even hiring a lawyer to do title searches, etc - but always reached a dead-end. We have shared all our acquired information with city hall. We recently heard that this parcel ID # 440-9 will come before your committee as abandoned. Could you please tell us how we may acquire this land? Thank you so much Mr. Jhibault for your time and efforts.

Sincerely,

Jerry & Mary Decepentigny
91 Westland Avenue
Manchester, N.H.
03103-7359

Tel: (603) 627-7456



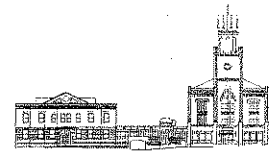


CITY OF MANCHESTER

Planning and Community Development

Robert S. MacKenzie, AICP
Director

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

September 13, 2007

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Request by abutter to acquire TM 440, Lot 9, off Westland Avenue*

Honorable Committee Members:

Background: The City has recently received a request from Jerry and Mary Derepentigny, of 91 Westland Avenue, asking if they may acquire an undeveloped 3,750 s.f. parcel known as TM 440, Lot 9, which, according to the Tax Collector's Office, will soon be tax deeded to the City. As may be seen on the accompanying map, Lot 9 is a 3,750 s.f. landlocked parcel which abuts Harvard Street (a paper street) and four other parcels. Two of these abutting parcels are owned by the Derepentigny's and two are owned by other family members who have expressly indicated that they have no wish in acquiring Lot 9. Historically, Mary Derepentigny's father once owned most of the land between Westland and Harwich Streets and built most of the now existing residences in this neighborhood for family members who have maintained the subject parcel for many years.

Surplus Determination and Disposition: After investigating the matter, we have determined that there are no known reasons why the City should retain ownership of the parcel in question and it is, therefore, the recommendation of the Planning & Community Development Department that it be deemed surplus to City needs.

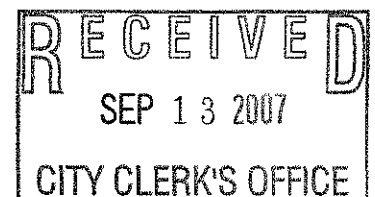
Because Parcel 9 is landlocked and can not be developed as a separate house lot, and because both abutting residential neighbors to the south (the Serieka's) have indicated that they have no interest in acquiring Lot 9, we recommend selling that parcel to Mary Derepentigny, the owner of other two parcels which abut it, at a price determined by the Assessor's Department and, if you deem it appropriate, with a consideration that taxes are due on the property.

If you have any questions, our staff will be available at your meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov



TM 440, Lot 9 off Westland Avenue

406 Brown Ave.
TM 435, Lot 1A
Velcro USA, Inc.

HARWICH ST. (paper street)

TM 440, Lot 10
3,729 s.f.
M. Berenfigny

TM 440, Lot 9
3,750 s.f.

TM 440, Lot 8
6,624 s.f.
M. Berenfigny

TM 440, Lot 7
6,624 s.f.
D. Berenfigny

91 Westland Ave.
TM 440, Lot 4
7,624 s.f.
G. & M. Berenfigny

EAGLE ST. (paper street)

125 Westland Ave.
TM 440, Lot 2
6,624 s.f.
Janice Seretka

125 Westland Ave.
TM 440, Lot 3
6,624 s.f.
Daniel Seretka

WESTLAND AVE.

SPRAGUE ST.

Normand, Matthew

From: Normand, Matthew
Sent: Tuesday, August 07, 2007 4:02 PM
To: MacKenzie, Robert; Goucher, Pamela
Subject: Request of the Committee on Lands & Buildings


Please be advised that during the last meeting of the Committee on Lands & Buildings on August 6, 2007, the Committee requested that your department speak with Mr. Kevin Lane regarding the purchase of TM 254, Lot 20 and his willingness to conduct the historical study of the site in addition to the purchase price and report back to the Committee at the next scheduled meeting.

Thank you,

Matthew Normand
Deputy Clerk of Licensing & Facilities
Business Licensing Division
Office of the City Clerk
T:(603) 624-6348 F:(603) 624-6481
www.manchesternh.gov

pc: Committee on Lands & Buildings

8/7/2007



June 12, 2007

Your Honor,

There is a parcel of land that lies along the Manchester Rail Trail that my wife and I would like to acquire (if possible). The enclosed map has the lot outlined: 254- 20. We are interested in this piece because we live on the adjoining lot: 254-18. This acquisition would extend our back yard and give us a more rectangular lot boundary, rather than the slanting trapezoid that it is now.

The State of New Hampshire granted the railway to the City of Manchester a few years back. The only stipulation(s) the State has in regard to the grant is that the railway corridor not be interrupted. Since lot 254-20 lies outside that corridor (as do all the other lots the line the railway) it is free to use as the City sees fit.

Please feel free to contact me if you require further information. My contact information is printed below for your convenience.

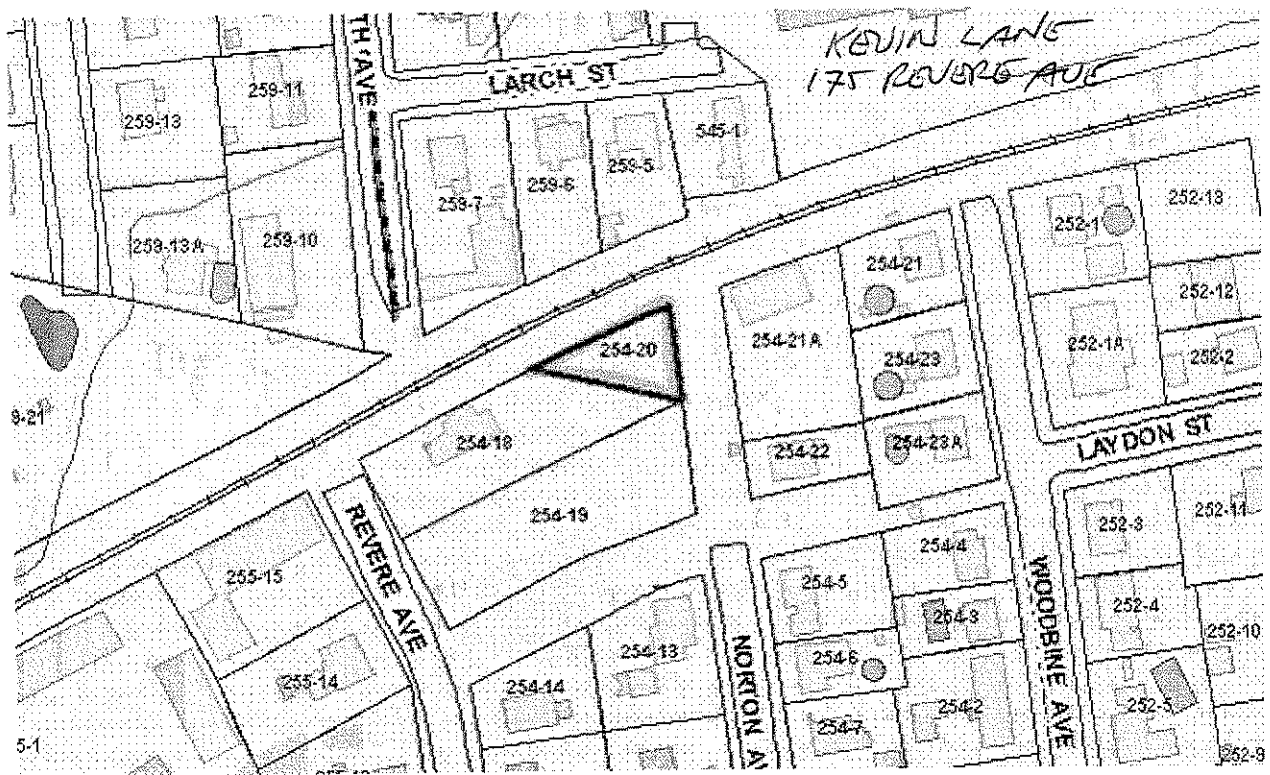
Thank you in advance for your time and consideration.

Sincerely,



Kevin Lane
175 Revere Ave.
Manchester, NH 03109
(603) 624- 7876
klane@sunriselabs.com

07 JUN 14 12:37
MANCHESTER



June 20, 2007

Dear Mr. Bernier,

I received your letter (copy enclosed) regarding TM 254, Lot 20. In it you suggest I contact the State as they are the current owners.

For the past two months I have been trying to track down (once and for all) who does own the piece. My contact for the City has been Martin Miccio, Chief of Survey, City of Manchester (Department of Highways). On the State level I have been in contact with Louis Barker (State of New Hampshire, Railroad Planner).

The enclosed letter (from Louis Barker) convinced Mr. Miccio that I could approach the City with the intent of acquiring the parcel. I have included contact information for both gentlemen at the bottom of this letter.

Please excuse my oversight in not including this information in my initial correspondence.

If you could forward this to required parties for re-evaluation, I would be very grateful.

Thank you.

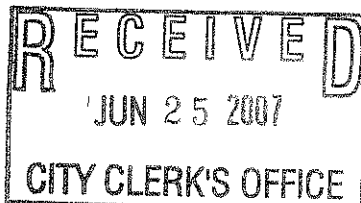
Sincerely,



Kevin Lane

Louis Barker
Railroad Planner
State of New Hampshire
7 Hazen Drive
Concord, NH
(603) 271-2468

Martin Miccio
Chief of Survey
City of Manchester
227 Maple St.
Manchester, NH
(603) 624- 6444





CITY OF MANCHESTER

Office of the City Clerk



Leo R. Bernier
City Clerk

Carol A. Johnson
Deputy City Clerk

Paula L-Kang
Deputy Clerk
Administrative Services

Matthew Normand
Deputy Clerk
Licensing & Facilities

Patricia Piecuch
Deputy Clerk
Financial Administration

June 20, 2007

Kevin Lane
175 Revere Avenue
Manchester, NH 03109

Re: Request to purchase TM 254, Lot 20

Dear Mr. Lane:

As had been mentioned to you previously your request to purchase the above parcel was forwarded to the Tax Collector, Board of Assessors and Planning Department. Please be advised that the Planning Director has indicated that the parcel you are interested in is actually owned by the State of NH, Department of Transportation, therefore, any request to purchase such parcel should be directed to the State.

If you choose to contact the State you may forward such communication to the State of NH, Department of Transportation, Commissioner's Office, John O. Morton Building, 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483.

Sincerely,

Leo R. Bernier
City Clerk

Enclosure



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHARLES P. O'LEARY, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

June 7, 2007

Martin Miccio, L.L.S.
Chief of Survey
City of Manchester, Department of Highways
22 Maple Street
Manchester, NH 03103-5596

Re: City of Manchester-owned Portsmouth Branch Railroad Corridor
Request to Purchase parcel, Lane

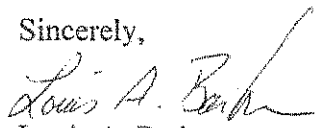
Dear Mr. Miccio,

Based on the deed language and the railroad map information, it is clear that the triangular parcel (City tax parcel 254-20) was conveyed to the State and in turn to the City with the remainder of the corridor as shown on Valuation Map V28/39. The reference to parcel 6 is to the acquisition of the property by the Concord & Portsmouth Railroad in 1861. The triangular section could be considered ancillary to the corridor and subdivided with the consent of NHDOT.

As long as the City maintains the integrity of the corridor including the 30' easement, it will meet Deed conditions. We will need a written request from the City describing the parcel and reason for disposal for our records prior to granting approval. However, in addressing Condition 2 of the Deed, the City will have to coordinate with the Department's Bureau of Environment for presentation of the request at one of their bi-monthly meetings with the State Historic Preservation Office. Please contact Ms. Joyce McKay at the Bureau of Environment, (603) 271-3226 for putting this item on the agenda.

Feel free to call with any questions.

Sincerely,


Louis A. Barker
Railroad Planner

Cc: Joyce McKay

June 12, 2007

Your Honor,

There is a parcel of land that lies along the Manchester Rail Trail that my wife and I would like to acquire (if possible). The enclosed map has the lot outlined: 254- 20. We are interested in this piece because we live on the adjoining lot: 254-18. This acquisition would extend our back yard and give us a more rectangular lot boundary, rather than the slanting trapezoid that it is now.

The State of New Hampshire granted the railway to the City of Manchester a few years back. The only stipulation(s) the State has in regard to the grant is that the railway corridor not be interrupted. Since lot 254-20 lies outside that corridor (as do all the other lots the line the railway) it is free to use as the City sees fit.

Please feel free to contact me if you require further information. My contact information is printed below for your convenience.

Thank you in advance for your time and consideration.

Sincerely,



Kevin Lane
175 Revere Ave.
Manchester, NH 03109
(603) 624- 7876
klane@sunriselabs.com

07 JUN 14 12:37

MANCHESTER

9

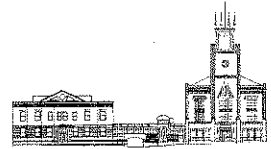


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

June 20, 2007

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Sale of state-owned TM 254, Lot 20 to abutter*

Honorable Committee Members:

This is to provide a report pursuant to Section 34.20 pertaining to the above-referenced city-owned land and building.

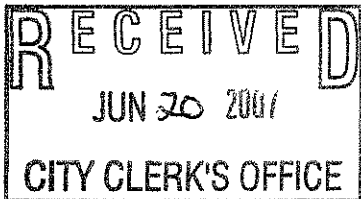
Background: Kevin Lane, the owner of a single family residence located at 175 Revere Avenue, has recently written to the City requesting the opportunity to acquire an abutting undeveloped 5,263 s.f. property known as TM 254, Lot 20, which he apparently believes is owned by the City.

Surplus Determination and Disposition: After investigating the matter, we have determined that the parcel of land Mr. Lane is interested in is actually owned by the State of New Hampshire, Department of Transportation, and, therefore, lies outside the legal jurisdiction of the City of Manchester. Our recommendation is that Mr. Lane be informed of this so that he may make further inquiries with the state if he so chooses.

If you have any questions, our staff will be available at your meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development



9

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

Land off Norton Avenue

WOODBINE AVE.

NORTON AVE.

PORTSMOUTH AVE.

REVERE AVE.

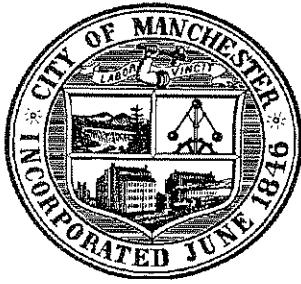
TM254 Lot 20
OWNER: MHD OF
5263 311

775 Revere Ave.
TM254 Lot 178
Owner: Kevin Lane
76 648 311

West Newbury St.



1. This map was prepared by the City of Manchester Planning & Community Development Department (D. Beauchamp) on June 19, 2007.
2. Aerial photo taken in April, 2003.



City of Manchester
Office of the Tax Collector

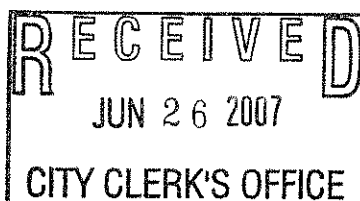
City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575 (Phone)
(603) 628-6162 (Fax)

Joan A. Porter
Tax Collector

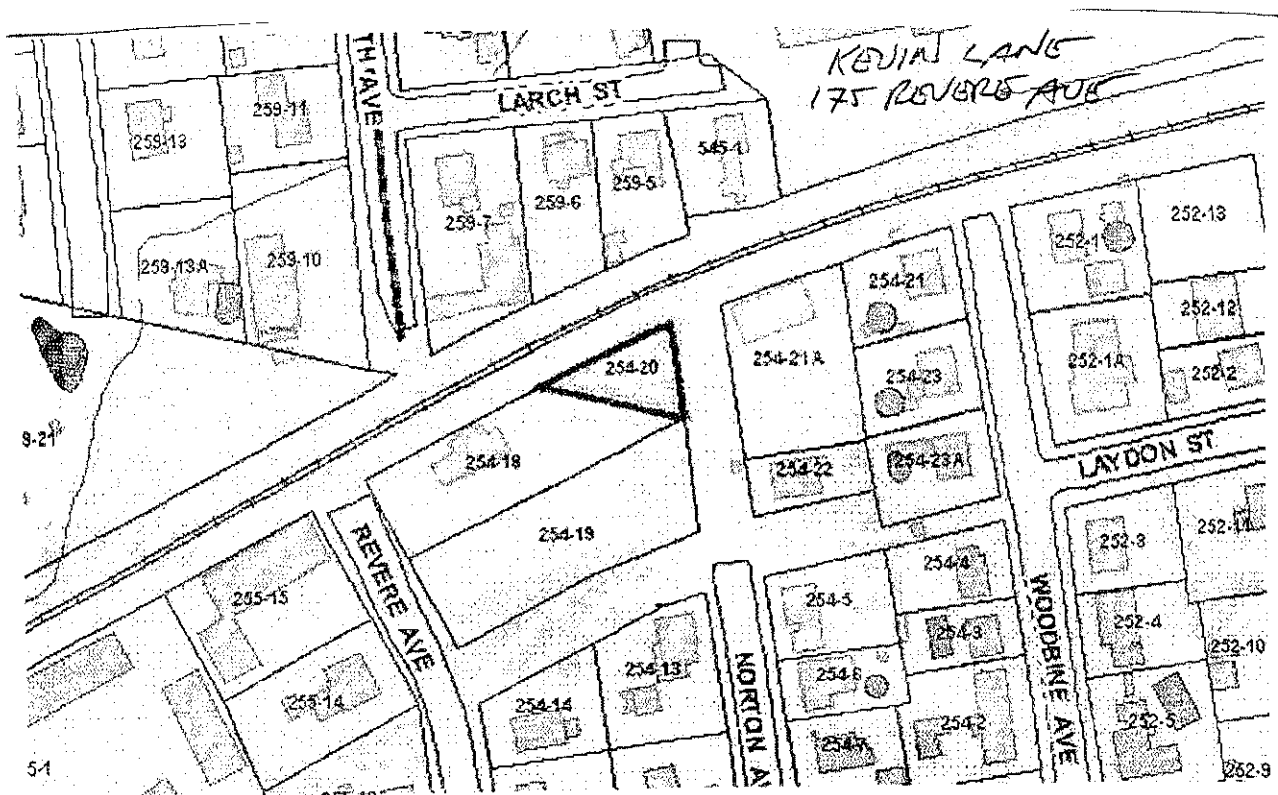
Memorandum

DATE: June 26, 2007
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector
RE: L Map 254 Lot 20

In regards to the above-referenced parcel which is located on Norton Ave abutting the railroad, the Tax Collector's office has no interest in the disposition of this property since it is not a tax-deeded parcel.



9



SEPTEMBER 21, 2007

MR. MATTHEW NORMAND
DEPUTY CLERK
LICENSING & FACILITIES

MR. NORMAND,

THIS IS NOT AN INTRODUCTORY LETTER BECAUSE
I THINK YOU ME BUT RATHER A LONG OVERDUE
SUPPLICATION TO BE PUT ON THE AGENDA AT THE
NEXT BOARD MEETING TO REQUEST THE USE OF
ELECTRICITY FROM THE CITY OF MANCHESTER TO
SUPPLY POWER TO A VENDOR'S CART

SINCERELY YOURS
"THE OLD LAMPLIGHTER"

Howard Mc Carthy

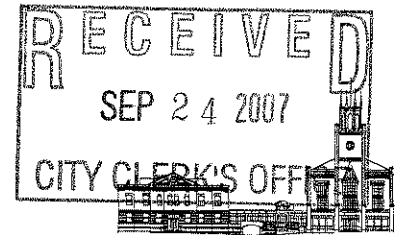
HOWARD McCARTHY

P.S

PLEASE KEEP ME INFORMED
MY CELL PHONE NUMBER IS
247-0232



CITY OF MANCHESTER
Economic Development Office



September 21, 2007

Henry R. Thibault, Chairman
Lands & Buildings Committee
One City Hall Plaza
Manchester, NH 03101

RE: Seal Tanning Lot, Granite Street Lot & Phillippe Cote Street

Dear Chairman Thibault and Members of the Committee:

Our office, in conjunction with the Mayor's office and other City staff, have worked in earnest to find a satisfactory resolution to the disposition of the above referenced properties that would be agreeable to 1848 Associates, Brady-Sullivan and other interested parties consistent with our overall goals for the area. These goals include the provision of additional parking to support the restoration or rehabilitation of underutilized or vacant space in area mill buildings with a particular emphasis on saving the Pandora Building. In addition, staff has researched alternative means of financing a public or public/private parking garage on the Seal Tanning Lot and has taken the further step of having a design developed for a parking garage on the lot acceptable to the abutters. Unfortunately, however, the conflicting interests of the parties have prevented us from reaching a mutually agreeable resolution to the disposition of the properties at issue. Therefore, it is our recommendation that the Board of Mayor and Alderman direct staff to take the following actions:

1. Prepare and issue a Request for Proposals (RFP) for the sale of the Seal Tanning Lot and its redevelopment into a structured parking facility that would contain not less than 240 total spaces conditional on the substantial rehabilitation of not less than 100,000 sq. ft. of building area (gross) within one or more historic or potentially historic buildings⁽¹⁾ located within one-quarter mile of the site, suitable for residential, class A office, research & development, light industrial, hotel, or other appropriate commercial use and occupancy.
2. Prepare and issue a RFP for the sale of the Granite Street Lot and its redevelopment into a parking facility containing not less than 70 total spaces conditional on the substantial rehabilitation of not less than 50,000 sq. ft. of building area (gross) within one or more historic or potentially historic buildings⁽¹⁾ located within one-quarter mile of the site suitable, for residential, class A office, research & development, light industrial, hotel, or other appropriate commercial use and occupancy.

Additional factors to be considered as part of the proposal evaluation process would include amount of additional parking spaces to be provided, historic value of buildings proposed for restoration or rehabilitation, design, timing, potential value of proposed uses, need for the proposed uses, and other criteria. We would further recommend that an ad hoc committee be established to review proposals to include the Economic Development Director, the Planning & Community Development Director, the Parking Manager, the Director of Public Works and the Finance Director or their designees, the Mayor's office and an Alderman.

With regard to Phillippe Cote Street, we would recommend that the City retain the street as a public way until such time as a proposal is submitted that would necessitate discontinuance of the street. Phillippe Cote Street currently provides access to multiple properties and businesses and by retaining it, we would assure that at least some public parking opportunities remain in the vicinity regardless of the disposition of the two lots.

Under the recommended RFP process, 1848 Associates, Brady-Sullivan and all other parties who currently hold or until recently held parking permits in these areas would have an opportunity to submit a proposal along with other property owners who are currently rehabilitating or contemplating the rehabilitation of their buildings in the Millyard. Further, the recommended process would allow the lots to be sold together to one party or to two different parties.

If you have any questions or concerns or require additional information, please feel to contact me at your convenience. Thank you for your consideration.

Sincerely,



Jay Minkarah, Director
Manchester Economic Development Office

cc: Hon. Frank Guinta, Mayor

(1) A historic or potentially historic building is one that is individually listed on the national or state register of historic places, is located within a national, state or locally designated historic district or is at least 50 years old and eligible for individual listing.



City of Manchester

8-22-06 Tabled

Office of the Mayor
Hon. Frank C. Guinta

August 1, 2006

The Honorable Board of Aldermen
One City Hall Plaza
Manchester, NH 03101

Re: Seal Tanning Lot, Granite Street Lot & Phillippe Cote Way

Dear Members of the Honorable Board:

Yesterday my office received an official request from David Brady of Brady-Sullivan Properties requesting that the above referenced parcels, currently owned by the City of Manchester, be placed out for competitive, sealed bid. Having conferred with staff this morning about this matter, it is my recommendation that the Board refer this letter to the Committee on Lands & Buildings for its thoughtful consideration. Furthermore I am asking staff to concurrently prepare recommendations for the committee.

Sincerely,

Frank C. Guinta
Mayor

IN BOARD OF MAYOR & ALDERMEN

DATE: August 1, 2006

ON MOTION OF ALD. Lopez

SECONDED BY ALD. Roy

VOTED TO refer to the Committee on
Lands and Buildings

CITY CLERK

BRADY SULLIVAN
P R O P E R T I E S

July 28, 2006

(HAND-DELIVERED)

The Honorable Mayor Frank C. Guinta
Mayor of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Mayor Guinta:

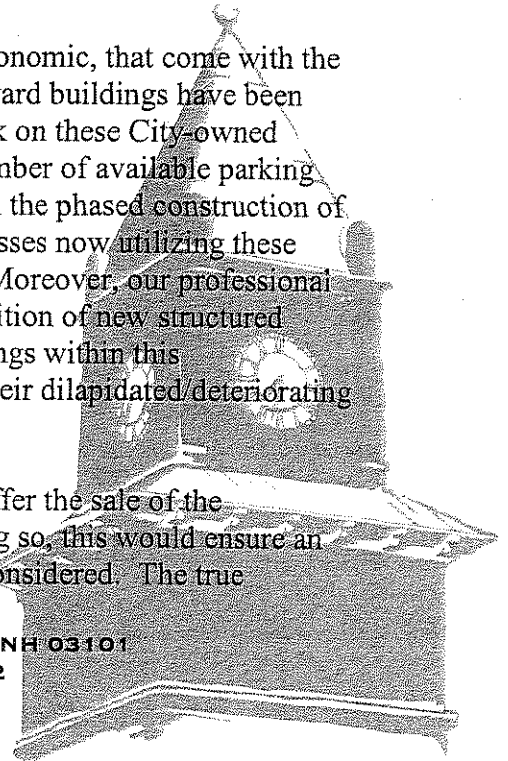
Please accept this letter as affirmation of Brady Sullivan Properties' interest in pursuing the acquisition of certain City-owned properties located within the Historical Millyard District. More specifically, our interests include those properties located on Granite Street, Phillippe Cote Way and the Seal Tanning parking lot.

As property owners of the Waumbec Mill, a 450,000 square foot multiple-use mill complex located nearby the above-referenced subject properties, the critical lack of parking is jeopardizing our efforts to retain existing and procure additional Class A tenants. While this opinion is surely shared by other Millyard owners, we feel it is time for the City to seek out new partners who have a willingness to channel their creative planning resources and private monies to remedy this serious Millyard deficiency. The mere reshuffling of property ownership from municipal to private hands is not an economic development strategy in itself unless it contains specific and immediate initiatives to **create more available parking**. We at Brady Sullivan Properties stand willing to commit our resources to invest in the Millyard's future through the purchase of these properties by adding more structured parking above the at-grade parking tracts referenced-above.

We acknowledge the myriad of complexities, political and economic, that come with the disposition of these municipal assets. A number of fine Millyard buildings have been redeveloped and house businesses whose employees now park on these City-owned lands. Our interests would be to strategically increase the number of available parking spaces for the entire southerly portion of the Millyard through the phased construction of new spaces in structured facilities. We will work with businesses now utilizing these parking areas to protect their economic infrastructural base. Moreover, our professional management of the existing parking assets along with the addition of new structured parking will position us to become involved with other buildings within this neighborhood that are now threatened by demolition due to their dilapidated/deteriorating physical condition.

Given the above, we hereby request the City of Manchester offer the sale of the aforementioned City-owned properties by sealed bid. In doing so, this would ensure an economic return far exceeding that which has been recently considered. The true

670 N. COMMERCIAL STREET MANCHESTER NH 03101
P 603.622.6223 F 603.622.7342
BRADYSULLIVAN.COM



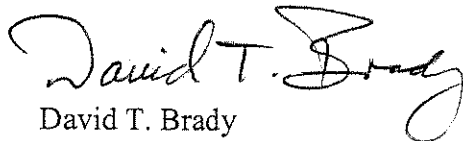
The Honorable Frank C. Guinta
July 28, 2006
Page 2

economic benefit of this approach will be realized in the future as market-inhibiting obstacles are diminished, allowing for the repositioning of the Millyard's built assets. Existing businesses will feel comfortable expanding their operations while new businesses will find the market ready to accommodate their needs.

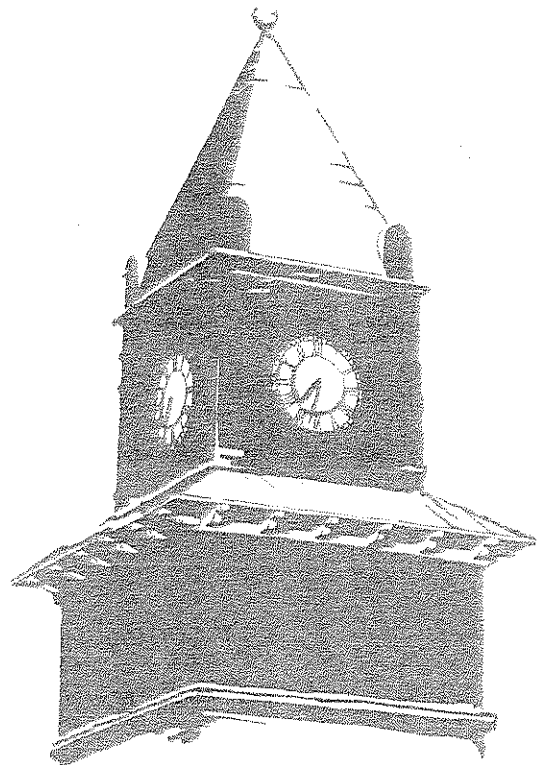
As mentioned above, we at Brady Sullivan Properties will continue to commit ourselves to work hand-in-hand with the City of Manchester in finding broader solutions to our shared Millyard problems. While our Seal Tanning parking lot initiative would be a necessary first step in mitigating some of the parking shortages now experienced in the Millyard's southern tier properties, we remain steadfast in our desire to partner with the City in the development of the more centrally located Bedford Parking Lot site. The strategic development of this parcel is critical to the continued gentrification of the surrounding Millyard properties, as well as lending new parking infrastructure for future anticipated development on adjacent, underutilized parcels of land. The prospect of introducing new and exciting marketing opportunities within the heart of the Millyard can only be accomplished if the level of private investment is matched by the City's commitment to invest in creative economic development solutions.

We look forward to your deliberations on our proposal for the disposition of the Seal Tanning parking lot and surrounding municipal parcels as well as the initiation of negotiations relative to the Bedford Parking Lot.

Respectfully submitted,


David T. Brady

cc: Alderman Mark E. Roy
Alderman Theodore L. Gatsas
Alderman Patrick T. Long
Alderman Jerome Duval
Alderman Ed Osborne
Alderman Real R. Pinard
Alderman William P. Shea
Alderman Betsi L. DeVries
Alderman Michael Garrity
Alderman George Smith
Alderman Henry R. Thibault
Alderman Armand Forest
Alderman-At-Large Daniel P. O'Neil
Alderman-At-Large Mike Lopez



A TRUE RECORD. ATTEST.


CITY CLERK

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the Board find property known as the Seal Tanning Parking Lot, the Granite Street Parking Lot and land contained within Phillippe Cote Street be declared surplus to City needs and disposed of through sale to 1848 Associates, the abutter, at a price of \$635,500 as predetermined reasonable by outside appraisal and Board of Assessors subject to terms and conditions to be set forth in a Purchase and Sales Agreement enclosed herein.



The Committee notes that it finds just cause to sell such property to the abutter as sale will alleviate parking issues in the Millyard area without financial burden to the City and facilitate future rehabilitation of the Pandora Building.

The Committee recommends that Phillippe Cote Street be discontinued to assist with consummating the sale of all aforementioned properties and provide for the development of same, and that the Board of Mayor and Aldermen suspend the rules and refer such discontinuance to a Road Hearing to be scheduled by the City Clerk at the earliest convenient date without referral to the Committee on Community Improvement, and request the Public Works Director provide a report as soon as practicable to the City Clerk with regard to such discontinuance.

May 16, 2006.
In Board of Mayor and Aldermen.
Failed on roll call.


City Clerk

Respectfully submitted,


Clerk of Committee


2/21/06-
70bted

TECHNOLOGY CENTER

February 21, 2006

Mr. Paul Borek
City of Manchester Economic Development Office
City Hall
Manchester, New Hampshire 03101

Re: Granite Lot; Seal Lot; Phillippe Cote Street

Dear Mr. Borek:

Please allow this letter to serve as a formal request, on behalf of 1848 Associates, to purchase the above referenced parcels from the City of Manchester on the general terms and conditions listed below:

Price: \$635,000.00, as previously discussed

Closing Date: Will vary by parcel. We'd like to close on the Seal Lot as soon as possible. The Granite Lot and Phillippe Cote Street sales would close upon the approval of the street discontinuance and expiration of any and all appeal periods.

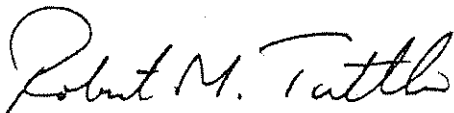
Contingencies:

- Subdivision Approval
- Issuance of a construction easement for the Granite Street Bridge Project through September 30, 2008, with the right to extend this term by nine (9) months provided that during any such extension, the City would provide reasonable alternative parking spaces equivalent to the number of spaces that would have been created in the construction easement area.

Our objectives for purchasing these parcels are two-fold: (i) to meet the short term parking needs of existing tenants in Gateway I, II, and III; and, (ii) to facilitate future rehabilitation of the Pandora Building. If these parcels are purchased, 1848 Associates will commit to add a parking deck to the Seal Lot at 1848 Associates expense. This will alleviate growing parking problems for Autodesk and Texas Instruments, without any financial burden on the City. Rehabilitation of the Pandora Building will require additional parking in the future and 1848 Associates assumes that such parking needs to be created privately, without financial burden to the City. This land purchase would facilitate such action.

Thank you for your attention to this matter and please feel free to contact me should you wish to discuss this further.

Sincerely,



Robert M. Tuttle
General Partner

11

02-07-2006 RCVD



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission
Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

MEMORANDUM

TO: Sean Thomas, Mayor's Assistant
Paul Borek, Economic Development
Robert MacKenzie, Director of Planning

FROM: Frank C. Thomas, P.E.
Public Works Director *oxc/*

DATE: February 6, 2006

NO: #06-007

SUBJECT: *Pandora – Sale of Parking Lots*

The agreed upon selling for the two lots plus the street was \$635,500.

Enclosed is a summary of how we got the \$635,500 figure (speaking bullets for committee meeting). Also enclosed, is a letter from CLD that defines the savings to the City. Lastly, enclosed is a draft letter that I had prepared for the Committee of Lands and Buildings.

Give me a call if you have any questions pertaining to this matter.

/c

Encl.

11

PANDORA PROPOSAL

- In the fall of 2004 we received bids for the Granite Street Widening Project. The bids were extremely high and were rejected.
 - In talking with contractors we determined that the Project should be broken up in phases to reflect roadwork or bridgework. We also heard that there was a need for adequate staging/work area, especially, on the eastside.
 - We made the decision to break the project into 3 phases. The first phase would be the westside and would be included in the States Interchange Project. The second phase would be the Granite Street Bridge Widening and work on the Granite Street Parking Lot. The final phase would be from Commercial Street easterly to Canal Street or Elm Street, based on available funds.
 - In order to secure adequate staging, we approached Don Clark, because he was the major leaseholder of spaces in the Granite Street Lot and had control over the abandon Pandora Property. (Westside, State controlled.)
 - Don Clark informed us that they had someone interested in the Pandora Property as a hotel and would like to discuss the purchase of both the Granite Street Lot and the Seal Tanning Lot and the discontinuance of Phillipe Cote Street. It was indicated that they would build decks on the lots to provide adequate parking.
 - Mr. Clark assured us that staging issues would be worked out. In addition, if the project went forward the City would not have to build all the proposed retaining walls around the Granite Street Lot and would not have to excavate the lot as proposed. (Substantial project costs savings.)
 - The City set up a Team to move the proposal forward. Team: Frank Thomas and Dennis Anctil, Highway, Kevin Clougherty and Randy Sherman, Finance, Bill Jabjiniak, Destination Manchester, Tom Clark, Solicitors, Bob MacKenzie, Planning, Steve Hamilton, Assessors and Mike Colby, Mayor's Office.
 - The Proposal looked good to everyone in that the major development would increase the City's Tax Base, the developers would provide additional parking and the City would save construction costs on the Granite Street Project.
 - The City's Parking Consultant noted to us that the City didn't need the two lots in question where they basically only provided parking to the direct abutters. They had no concerns over the City selling these lots.
 - The City had an appraisal (Bramley), Clark had an appraisal (Fremeau) and a review appraisal was conducted by the City (Crafts). Crafts concluded that it would be appropriate to rely on fee simple value of the Fremeau appraisal.
- 11

- The Fremeau Appraisal noted a value to the properties of \$1,920,000. The potential savings to the City was identified by City consultants at \$1,284,500 (Based on actual bids, the potential savings is \$1,540,500, which does not include any indirect savings due to having an adequate staging area.) See attached. The resulting net sale price was \$635,500.

SUMMARY
APPRAISALS – PANDORA AREA
June 2, 2005

	Fremeau
Granite Street Lot	\$440,000
Seal Tanning Lot	\$850,000
Cote Street	\$630,000
Total	\$1,920,000
Potential Savings	(\$1,284,500)
Net Total	\$635,500



540 Commercial Street Manchester, NH 03101
(603) 668-8223 • Fax: (603) 668-8802
cld@cldengineers.com • www.cldengineers.com
New Hampshire • Vermont • Maine

TO: Francis C. Thomas, P.E.

FROM: Roch D. Larochelle, P.E.

DATE: July 25, 2005

RE: Manchester 14025
Granite Street Widening
CLD Reference No. 00-0210

SUBJECT: Granite Parking Lot Redevelopment Costs

The purpose of this memo is to document and update the estimated value of certain construction costs associated with the proposed reconstruction of the City-owned parking lot known as the "Granite Lot", which is bounded by Granite, Commercial and Philippe-Cote Streets. As was first outlined in our memo dated February 2, 2005, the costs as outlined below would likely be eliminated/deducted from the ultimate cost of the City's Granite Street widening project given the event that the Granite Lot and adjacent Pandora building are privately redeveloped into a new use, including the construction of a new private parking garage.

As previously documented, anticipated City contract deducts would include the value of reconstruction of the Granite Lot (Jillian's Lot) including an extensive retaining wall system and associated work efforts along Granite, Commercial and Philippe-Cote Streets. In its place would stand a proposed parking deck that would be constructed adjacent to the newly constructed Granite Street Widening.

Given the recent bids that were accepted for the City's bridge project on July 20th, we have now taken the opportunity to review our original cost estimates to base them on current and actual prices. That being stated, the values noted below reflect adjustments made by evaluating and averaging the unit costs as presented by the four bidders for that project. It should be noted however that until a parking garage design is completed for the subject site, there remains some uncertainty in the value for the Granite Street retaining wall work until a design has been completed for the Pandora Parking Garage and the union between this structure and Granite Street can be better defined. Additionally, as was referenced in the original February 2005 memo, there are also other hard costs that have been identified by City staff that total approximately \$300,000 and relate to the future programmed maintenance and/or rehabilitation costs for the subject parking lot and Philippe-Cote Street.

The updated estimate potential cost-offset to the City's Granite Street project in anticipation of the proposed private development is summarized as follows:

Memorandum to Francis C. Thomas, P.E.

CLD Reference No. 00-0210

July 25, 2005

Page - 2

1. Granite Lot Reconstruction:	\$500,000 (includes Philippe Cote St. Reconstruction)
2. Retaining Wall Construction:	\$390,000 (Granite St. Sta. 116+67 to Commercial St.)
3. Retaining Wall Construction:	\$320,000 (Commercial/Granite/Philippe Cote)
4. Future Maintenance Costs:	\$10,500 (Philippe Cote Ave resurfacing)
5. Future Maintenance Costs:	\$320,000 (Seal Tanning Lot resurfacing)
Subtotal:	\$1,540,500

Based on the information provided herein, the value stated remains an approximate cost subject to final City approvals for the transfer of ownership for certain tracts of land as well as design engineering/project coordination for the proposed parking garage construction at the Granite Lot.

cc: Dennis Ancil City of Manchester
Ken Rhodes CLD



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission
Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

August 2, 2005
#05-070

DRAFT

Lands and Buildings Committee of the
Alderman Henry R. Thibault, Chairman
City Clerk's Office
One City Hall Plaza,
Manchester, New Hampshire 03101

Re: Pandora Proposal

Dear Alderman:

City staff supports the sale of the Granite Street Parking Lot, the Seal Tanning Parking Lot and the discontinuance and sale of Phillippe Cote Street for the following three main reasons:

1. Construction costs on the Granite Street Widening Project will be reduced by approximately \$1.2 million.
2. Additional parking will be provided in the Millyard without the investment of any City funds.
3. \$10 million of new development will be added to the City's tax base.

In the fall of 2004 the City received bids for the Granite Street Widening Project, which were extremely high and later rejected. In reviewing the issue with contractors, we determined that the project should be broken into three phases made up separately of roadwork and bridgework. It also became apparent that contractors had concerns with coordination issues on the west side due to ~~multi~~ ^{multiple} contractors working in the same area and the need to have an adequate staging area on the east side for the bridgework. As a result, the use of the Granite Street Parking Lot for a staging area became a high priority for a successful project.

Over the winter, we approached Mr. Don Clark who represents 1848 Associates who is a major leaseholder of spaces in the Granite Street Lot and owners of the Pandora Property regarding our Granite Street Project and the issue of contractor staging. Mr. Clark at this time informed us that they had someone interested in the Pandora Property as a hotel. He went on to say that they had a desire to talk to the City about purchasing the Granite Street Lot, the Seal Tanning Lot and Phillippe Cote Street in order to make their project a reality. It was noted that a parking deck would be constructed from the Pandora Building southerly across the Granite Street Lot as part of the hotel project and that they had a further desire to build a future parking deck over the Seal Tanning Lot to provide additional parking.

DRAFT

It became apparent in our discussions with Mr. Clark that if the City accepted this proposal, there would be substantial savings in Granite Street construction costs. These savings would be realized by not having to reconstruct the Granite Street Lot by excavating it to one level and building retaining walls along the Commercial Street and Phillippe Cote Street sides. These potential savings were extremely appealing in that increases in the cost of construction materials has clearly jeopardized the completion of the entire Granite Street Widening Project without a sizable additional City appropriation. In addition, we also determined that there would be savings in not having to perform scheduled maintenance on the Seal Tanning Lot.

Believing that this proposal had merit, a City Team was created to move this proposal forward. This Team consisted of Frank Thomas and Dennis Anctil from Highway, Kevin Clougherty and Randy Sherman from Finance, Bill Jabjiniak from Destination Manchester, Tom Clark from the Solicitor's, Bob MacKenzie from Planning, Steve Hamilton from the Assessors and Mike Colby from the Mayor's Office.

An appraisal to determine the value of the properties was performed by the City and another one performed by 1848 Associates. Due to a wide spread between appraisals, a review of the appraisals was made by Crafts Appraisals for the City. This review recommended utilizing the one prepared by Freneau Appraisal, Inc., which placed a value on the properties of \$1,920,000. A value of \$1,284,500 was identified by City consultants as savings resulting from not having to do the construction work on the Granite Street Lot and the scheduled maintenance work on the Seal Tanning Lot. (This amount based on actual bids recently received is now estimated at \$1,540,500.) Discounting the appraised value of the property by \$1,284,500 resulted in a net selling price of \$635,500.

The City's Parking Consultant was next contacted to determine if the City should retain ownership of these lots in order to preserve our ability to build parking structures on them in the future. The Parking Consultant responded by saying that the site of these two lots basically only provides parking for the directly abutting businesses and that a future parking structure should ideally be located in the center of the millyard in the area of the Bedford Street Lot. Therefore, the Parking Consultant did not have any concerns over the City potential selling these lots.

As a result of the above, it is recommended that you find these properties as surplus, that you waive the need to competitively bid the sale of these properties, that you accept the proposed selling price of \$635,500, that you recommend the discontinuance of Phillippe Cote Street and further recommend the same to the Board of Mayor and Aldermen.

11

August 2, 2005
Pg. (3)

DRAFT

I will be available to answer any questions you may have on the matter.

Very truly yours,

Frank Thomas, P.E.
Public Works Director

/c

cc: Robert A. Baines, Mayor
Kevin Clougherty
Randy Sherman
Paul Borek
Tom Clark
Robert MacKenzie
Steve Hamilton
Mike Colby



Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

February 21, 2006

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Seal Tanning lot and Granite Street lot*

Honorable Committee Members:

The abutting property owners have expressed an interest in acquiring the above referenced City owned lots.

Background: These lots were leftover parcels from the redevelopment of the Millyard by the MHRA. Since that time they have been used for parking by the abutting property owners who are currently requesting their purchase. It should be noted that the Public Works Department has indicated that a significant amount of money can be saved (exceeding \$1,000,000) if they do not have to rebuild the Granite Street lot as part of the Granite Street reconstruction project.

Surplus Determination: The draft parking study has recommended that these two parking lots are not required for a long term parking program. As such, we would recommend that the lots be determined surplus to City needs.

Method of Sale: Normal disposition would be by public sale. In this situation, the Committee and Board may find public purpose for selling the properties to the requesting party for the following reasons:

- 1) The requesting party is the primary abutter to the Seal Tanning lot and is the only abutter to the Granite Street lot;
- 2) The requesting party has been the primary user of the lots for at least the last fifteen years; and
- 3) Sale of the lots will likely increase the business activity in the three existing redeveloped buildings and may lead to the redevelopment of the Pandora Building.

If there are any questions, staff will be available at the committee meeting.

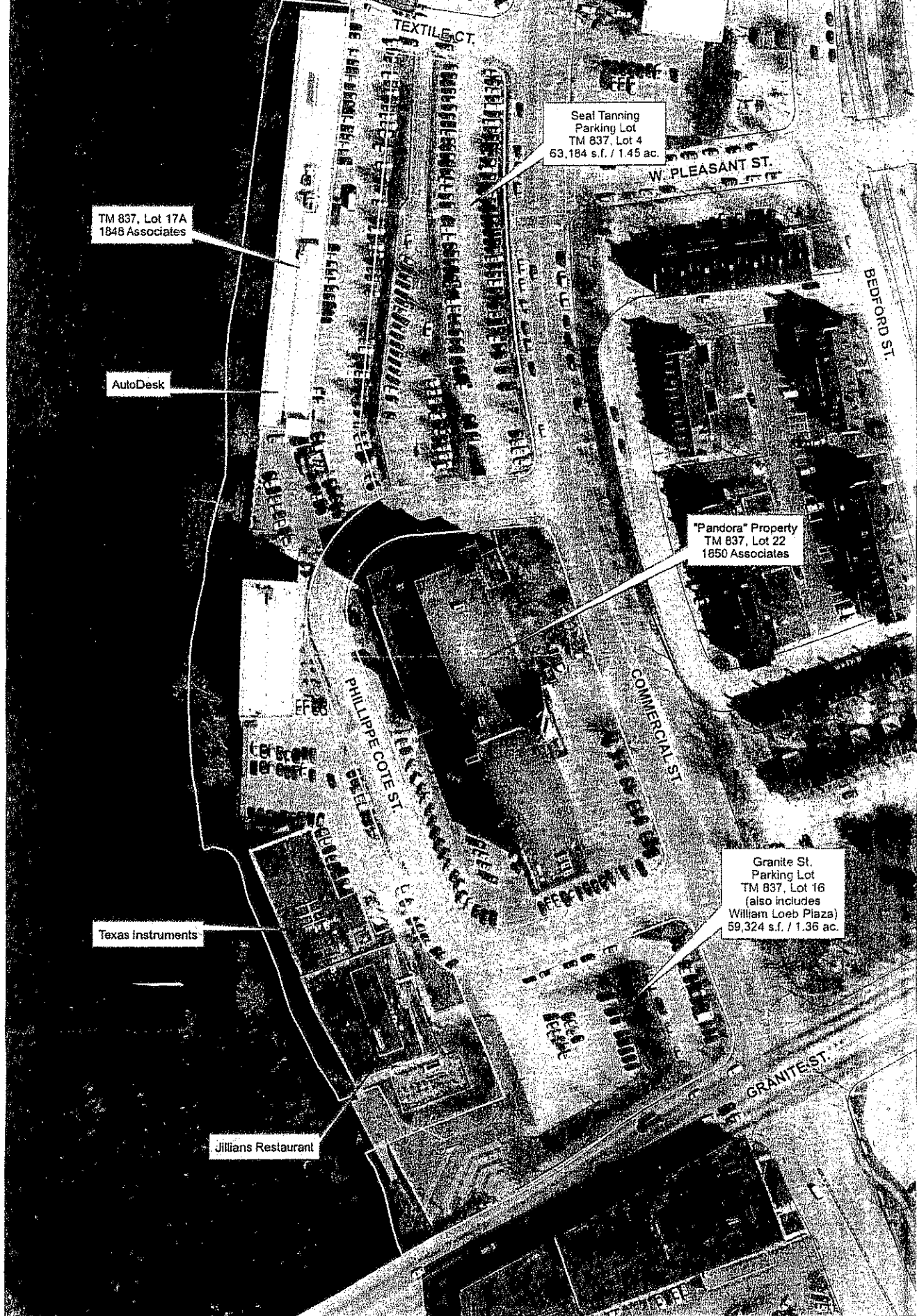
Sincerely,

Robert S. MacKenzie

for Robert S. MacKenzie, AICP
Director of Planning and Community Development

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

Environs of the "Pandora" Building



1. This map was created by the City of Manchester Planning & Community Development Department (D. Beauchaine) on February 21, 2006.
2. Aerial photo taken in April, 2003.

0 37.5 75 150 225 300 Feet





City of Manchester
Office of the Tax Collector

City Hall
One City Hall Plaza - West
Manchester, New Hampshire 03101
(603) 624-6575 (Phone)
(603) 628-6162 (Fax)

Joan A. Porter
Tax Collector

Memorandum

DATE: March 21, 2006
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector *Joan*
RE: Phillippe Cote Street and nearby parking
lots

The properties located at Phillippe Cote Street, Granite Street Parking lot and Seal Tanning Parking lot are not tax-deeded parcels. As such, the Tax Collector's office has no interest in their disposition.



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



David M. Cornell, Chairman
Thomas C. Nichols
Stephan W. Hamilton

Christine Hanagan
Assistant to Assessors

To: Committee on Lands and Buildings
From: Board of Assessors *D.M.C.*
Date: March 22, 2006
Re: Granite Lot, Seal Tanning Lot, and Phillippe Cote Street

Dear Committee Members:

As part of the disposition process of City owned land the fair market value of a property must be established. The Board of Assessors recommends that the Committee order an outside fee appraisal pursuant to Section 34:19 of the Code of Ordinances.

The following appraisals were performed on the above-mention lots:

- Robert G. Bramley was hired by the City to perform an appraisal
- Joseph G. Fremeau was hired by 1848 Associates to perform an appraisal
- John M. Crafts was hired by the City to review both appraisals.

After reviewing all appraisal reports, we believe that the assumptions made in Fremeau's appraisal are better supported, and thus are a better indicator of market value; Mr. Crafts also shares this opinion. It would appear that the Committee should accept Fremeau's opinion of value. We remain available to answer any questions the committee might have concerning this matter.

Sincerely,

David M. Cornell
David M. Cornell

Thomas C. Nichols
Thomas C. Nichols

Stephan W. Hamilton
Stephan W. Hamilton

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), is made by and between 1848 Associates, a New Hampshire limited partnership, with a mailing address of 340 Commercial Street, Manchester, New Hampshire 03101 (hereinafter "Purchaser") and the City of Manchester, a New Hampshire municipal corporation, having principal offices at One City Hall Plaza, Manchester, New Hampshire, 03101 (hereinafter "Seller").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties undertake and agree as follows:

1. RECITALS AND PURPOSES

1.01 Seller wishes to sell and Purchaser wishes to buy three certain properties together with all appurtenant easements, improvements, fixtures and appurtenances, attached or affixed thereon and, except as set forth herein, all rights in adjacent streets or roads, all riparian rights, all assignments of contracts, leases, rents, security deposits, tax abatements, actions, and other property, rights and interests therein, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively the "Premises").

1.02 Purchaser having represented to the Seller that it will:

- A) Add a parking deck to the Seal Tanning Lot at the Purchaser's expense.
- B) Create privately, without any expense to the Seller, such additional parking as the potential rehabilitation and/or redevelopment of the Pandora Building may require.
- C) Actively pursue the potential rehabilitation and/or redevelopment of the Pandora Building, such potential rehabilitation and/or redevelopment to be accomplished without any expense to the Seller.

2. PURCHASE AND SALE

2.01 Expressly conditioned upon and in reliance on the terms and conditions set forth herein, Seller hereby agrees to sell and Purchaser agrees to purchase all of Seller's interest in the Premises.

3. PURCHASE PRICE, ADDITIONAL PAYMENT, AND MODE OF PAYMENT

3.01 Purchase Price. The Purchase Price for the Premises shall be Six Hundred Thirty Five Thousand Dollars (\$635,000.00) (the "Purchase Price").

3.02 Additional Payment. In addition to the Purchase Price, Purchaser shall pay an additional \$200,000.00 (the "Additional Payment") to the Seller to reimburse the Seller for the additional costs associated with the modified construction of a retaining wall along Granite Street (adjacent to Parcel III of the Premises). Said retaining wall shall be constructed and maintained by the Seller and the modified design is being constructed so that the Purchaser may excavate and construct certain parking lot improvements to Parcel III.

3.03 Escrow of Purchase Price and Additional Payment. Upon execution of this Agreement, Purchaser shall pay the sum of the Purchase Price and the Additional Payment (a total of \$835,000.00) to the City of Manchester, City Solicitor's Office, to be held in escrow (the "Escrowed Funds") in an interest bearing account with interest to be reported as the income of Buyer (tin___) and interest credited to Buyer.

- (i) Upon completion of the construction of the retaining wall along Granite Street referred to in section 3.02 above, a portion of the Escrowed Funds shall be paid to Seller to reimburse Seller for the actual additional cost to the Seller of constructing that retaining wall at the increased depth necessary to accommodate Purchaser's planned use of the Granite Lot, rather than the depth otherwise required (hereafter the "Additional Cost"). If the Additional Cost is less than \$200,000.00, a portion of the Escrowed Funds, equal to \$200,000.00 minus the Additional Cost, shall be refunded to Purchaser. If the Additional Cost is greater than \$200,000.00, Purchaser shall pay to Seller, upon demand, the excess of the Additional Cost over \$200,000.00
- (ii) \$530,000.00 of the Escrowed Funds shall be paid to the Seller to pay the portion of the Purchase Price due at the Parcel II Closing as provided in section 4, below.
- (iii) \$105,000.00 of the Escrowed Funds shall be paid to the Seller to pay the portion of the Purchase Price due at the Parcel I and Parcel III Closing as provided in section 4, below.
- (iv) Interest earned on the Escrowed Funds shall be paid to Purchaser upon demand.

4. CLOSING, TIME AND PLACE

4.01 The Closing of the sale of Parcel II (the "Parcel II Closing") shall take place on or before thirty (30) days after satisfaction by the Seller of the so-called "surplus property" procedures contemplated by Section 6.04 plus any applicable appeals period(s).

4.02 The Closing of the sale of Parcel I and Parcel III (the "Parcel I and Parcel III Closing") shall take place on or before thirty (30) days after the last of: (i) the satisfaction of the termination of the public ways contemplated by Section 6.03 plus any applicable appeals period(s); (ii) the satisfaction by the Seller of the so-called "surplus property" procedures contemplated by Section 6.04 plus any applicable appeals period(s); or (iii) receipt by the Seller of subdivision approval for the Premises contemplated by Section 6.05 plus any applicable appeals period(s).

4.03 The Closings shall take place at the City Solicitor's Office, One City Hall Plaza, Manchester, New Hampshire.

5. OBLIGATIONS OF THE PARTIES AT CLOSING

5.01 At each Closing, Seller shall deliver to Purchaser

(i) a quitclaim deed of its interest in the Premises being conveyed in statutory form, conveying clear, record and marketable title in fee simple absolute (the "Deed"). Each Deed shall contain a restriction in favor of the Seller limiting new construction and uses on the Premises to those associated with the use of the Premises for parking facilities and parking purposes unless the Board of Mayor and Aldermen of the Seller approves otherwise. Each Deed shall be subject to the existing current public utilities on the Premises. The Deed of Parcel III will also contain a temporary construction easement for the Seller to use a portion of Parcel III, as set forth on Exhibit A, as a construction staging area, for Seller's widening of Granite Street. The easement shall terminate on September 30, 2008 or sooner if the Seller has completed all of its improvements/constructions on Granite Street.

(ii) mechanics lien and parties in possession affidavits by Seller, and other forms and affidavits as reasonably and customarily required by Purchaser's lender or title insurance company for transactions of this type and nature.

(iii) a copy of Seller's vote(s), authorizing resolutions, or similar evidence, authorizing sale of the Premises.

5.02 At Closing, Purchaser shall deliver to Seller:

(i) the designated portion of the Purchase Price (from the Escrowed Funds as provided above).

(ii) a copy of Purchaser's, or its assignee's, vote(s), authorizing resolutions, or similar evidence, authorizing the purchase of the Premises.

(iii) real estate transfer and other forms and affidavits customarily required.

5.03 At each Closing (i) the Premises will be conveyed in the same condition as the date hereof, reasonable wear and tear excepted, free of tenants and any personal property of Seller, and (ii) the title to the Premises will be in the same condition as of the date of Purchaser's title examination.

5.04 Purchaser shall commence construction of a parking deck on Parcel II on or before 12 months after the Parcel II Closing referred to herein and shall complete construction of that parking deck on or before 36 months after the Parcel II Closing referred to herein

6. DELIVERIES PRIOR TO CLOSING, INSPECTIONS, DUE DILIGENCE AND CONDITIONS TO CLOSING

6.01 Purchaser shall have until 5:00 p.m. of the thirtieth (30th) calendar day after the last party executes this Agreement to undertake such title examinations as it deems appropriate, and if it determines that there is any objection to Seller's title rendering it uninsurable or unmarketable, it shall so notify Seller in writing. If defects or flaws in title are of such character that they may be readily remedied or removed by Seller, then, upon receipt of the notice, Seller shall promptly institute and prosecute proceedings to remedy such defects, and upon giving return written notice to Purchaser to that effect, Seller shall be entitled to sixty (60) days from Purchaser's notice to correct such title defects. If Seller is unable to remedy title within said sixty (60) day cure period, then Purchaser may either: (i) terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement, or (ii) Purchaser may elect to accept such title as Seller can deliver, with no reduction of the Purchase Price.

6.02 Purchaser shall have until 5:00 p.m. of the thirtieth (30th) calendar day after the last party executes this Agreement (the "Due Diligence Period") to undertake at its solè cost and expense: (i) engineering studies and inspections as it deems appropriate; (ii) a soils investigation and inspection as it deems appropriate; (iii) a zoning and use review; (iv) a review of the environmental condition of the Premises; and (iv) a review of any and all matters, information and documentation relating to or concerning the Premises. If Purchaser shall discover or determine prior to the expiration of the Due Diligence Period that it or its lender(s) are not satisfied in any way with the status of the Premises or the results of any of its due diligence or inspections, Purchaser shall have right to terminate this Agreement by written notice to Seller on or before ten days after expiration of the Due Diligence Period whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the

retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement.

6.03 The parties obligations as to Parcels I and III are expressly contingent upon the Seller legally discontinuing Phillippe Cote Street, so-called, and any other portion of the Premises which are a public street or public way. Seller shall have until 5:00 p.m. of the one hundred eightieth (180th) calendar day after the last party executes this Agreement to discontinue Phillippe Cote Street, so-called, and any other portion of the Premises which are a public street or public way, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement. This paragraph shall not be interpreted so as to require any particular vote by the Board of Mayor and Aldermen on the discontinuance of Phillippe Cote Street.

6.04 This Agreement is expressly contingent upon the Seller complying with and satisfying the provisions of the so-called "surplus property" ordinance for the City of Manchester and receiving all approvals and consents necessary to convey the Premises to Purchaser in accordance with this Agreement (collectively the "Seller Approvals"). The Seller shall have until 5:00 p.m. of the one hundred eightieth (180th) calendar day after the last party executes this Agreement to obtain the Seller Approvals, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement.

6.05 This Agreement is expressly contingent upon the Seller obtaining and receiving subdivision approval necessary to convey the Premises (the "Subdivision Approval"). Seller shall have until 5:00 p.m. of the one hundred eightieth (180th) calendar day after the last party executes this Agreement to obtain and receive Subdivision Approval, failing which Purchaser may elect to terminate this Agreement, whereupon Purchaser shall be entitled to the return of the remaining Escrowed Funds (except for the Additional Cost defined in 3.03(i), above, unless the Seller is able to cancel construction of the modifications to the retaining wall referred to therein), and both parties shall be discharged from any further liability under this Agreement. This paragraph shall not be interpreted so as to require any particular vote by the Manchester Planning Board on any request for subdivision approval.

6.06 Upon execution of this Agreement Seller shall deliver to Purchaser copies of any and all reports, materials or information in its possession relating to the title, environmental condition, structural condition or other aspect of the Premises and any and all surveys or plans in Seller's possession in connection with the Premises (collectively the "Reports"). In the event that Purchaser terminates this Agreement in accordance

herewith, Purchaser shall return all Reports to the Seller, together with any and all reports, plans, materials, studies or information prepared by or obtained by Purchaser, at no cost to Seller.

7. OCCUPANCY, TENANTS

7.01 As to each Parcel Purchaser shall be entitled to occupancy on the date of Closing, free of all rights of use or possession by Seller and/or any other tenant except for the temporary construction easement on Parcel III referenced in Section 5.01(i), above. Seller agrees that it will deliver the Premises on the Closing free and clear of all personal property of Seller and all tenants or any other right of tenancy or occupancy.

8. ACCESS TO PREMISES/RECORDS

8.01 Between the date hereof and the date of Closing, Purchaser and Purchaser's representatives shall be permitted access to the Premises at reasonable times in order to conduct any due diligence or inspections it desires as contemplated herein. In the course of making such inspections, Purchaser shall not unreasonably interfere with Seller's or the public's use of the Premises. In the event the Closing does not take place as provided herein, Purchaser shall at its sole cost and expense restore the Premises as nearly as possible to its condition existing prior to the time of said examinations. All engineers and other representatives of Purchaser performing such tests and examinations upon the Premises shall be adequately insured with coverages and limits approved by the City of Manchester's Risk Manager.

9. DEFAULT

9.01 In the event of Purchaser's default hereunder, then: Purchaser shall not be entitled to return of any portion of the Escrowed Funds necessary to pay the Additional Cost referred to in section 3.03(i) above]; Seller shall be relieved of any further obligation to make any additional conveyances hereunder; \$50,000.00 of the Escrowed Funds shall be paid to Seller as liquidated damages; the balance of the Escrowed Funds shall be paid to Purchaser; and each party shall be discharged from further obligation hereunder.

9.02 In the event that Seller defaults hereunder Purchaser, (i) may terminate this Agreement, whereupon the remaining Escrowed Funds promptly shall be refunded to Purchaser, or (ii) seek specific performance and the costs of seeking said specific performance.

10. MISCELLANEOUS

10.01 This Agreement contains all the agreements of the parties with respect to the subject matter hereof. All prior discussions are merged herein. Any amendment hereto shall be effective only if executed with all the formalities hereof by the party against whom the amendment is asserted.

10.02 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.03 The captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement of any of its terms.

10.04 Assignment. Purchaser may assign its rights hereunder to related entity(s) on the condition that the assignee(s) assume(s) all Purchaser's obligations relating to the subject premises that are conveyed to the assignee.

[PAGE ENDS HERE, SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands to the written instrument as of the date first above written.

PURCHASER:

1848 ASSOCIATES

Witness

By: _____
Name: _____
Title: _____

Dated: _____

SELLER:

THE CITY OF MANCHESTER

Witness

By: _____
Name: _____
Title: _____

Dated: _____

REVIEW AND APPROVED BY THE CITY
OF MANCHESTER CITY SOLICITOR:

By: _____
Name:
Title:

EXHIBIT A

Property Descriptions

PARCEL I – PHILLIPPE COTE STREET LOT

All that piece or parcel of property situated in the City of Manchester, County of Hillsborough, State of New Hampshire, designated as Cote Street and shown on a plan entitled "Manchester Housing Authority, N.H. R-7, Amoskeag Millyard Project, Beggs & Cobb Corporation and Pandora Industries, Inc., Subdivision & Disposition Plan of Parcels 1-20, 1-25, 1-27 & 1-36" dated April 14, 1977, last revised April 24, 1979; prepared by Metcalf & Eddy Inc. and Thomas F. Moran Inc. and recorded at the Hillsborough County Registry of Deeds as Plan No. 14770; bounded and described as follows:

Beginning at a point on the westerly sideline of Commercial Street at its intersection with the southerly sideline of Cote Street (currently known as Phillippe Cote Street) at a point of curvature; said point being the southeasterly corner of the parcel herein described;

Thence, westerly, northerly and easterly along said Cote Street on the following courses: along a curve to the left having a radius of 19.00 feet, an arc distance of 29.96 feet; South $69^{\circ}59'55''$ West, a distance of 156.42 feet; along a curve to the right having a radius of 86.98 feet, an arc distance of 136.15 feet; North $20^{\circ}19'05''$ East, a distance of 306.98 feet; along a curve to the right having a radius of 113.00 feet, an arc distance of 87.30 feet; along a curve to the right having a radius of 141.50 feet, an arc distance of 152.84 feet; North $85^{\circ}49'50''$ East, a distance of 90.65 feet; along a curve to the left having a radius of 19.00 feet, an arc distance of 32.22 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: along a curve to the left having a radius of 1530.00 feet, an arc distance of 87.97 feet to the southerly sideline of Cote Street at a point of curvature;

Thence, westerly, southerly and easterly along said Cote Street on the following courses: along a curve to the left having a radius of 19.00 feet, an arc distance of 26.38 feet; South $85^{\circ}49'50''$ West, a distance of 102.96 feet; along a curve to the left having a radius of 175.00 feet, an arc distance of 52.06 feet; along a curve to the left having a radius of 55.00 feet, an arc distance of 29.15 feet; along a curve to the left having a radius of 77.00 feet, an arc distance of 78.94 feet; South $20^{\circ}19'05''$ East, a distance of 304.68 feet; a curve to the left having a radius of 39.98 feet, an arc distance of 62.58 feet; North $69^{\circ}59'55''$ East, a distance of 159.95 feet; along a curve to the left having a radius of 19.00 feet, an arc distance of 29.74 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: South $19^{\circ}40'05''$ East, a distance of 88.00 feet to the point or place of beginning.

Parcel I shall also include any additional land situated between Phillippe Cote Street (as shown on said Plan) and Parcel III as hereafter described.

PARCEL II – LOT 1-36

All that piece or parcel of property situated in the City of Manchester, County of Hillsborough, State of New Hampshire, designated as Lot 1-36 and shown on a plan entitled "Manchester Housing Authority, N.H. R-7, Amoskeag Millyard Project, Beggs & Cobb Corporation and Pandora Industries, Inc., Subdivision & Disposition Plan of Parcels 1-20, 1-25, 1-27 & 1-36" dated April 14, 1977, last revised April 24, 1979; prepared by Metcalf & Eddy Inc. and Thomas F. Moran Inc. and recorded at the Hillsborough County Registry of Deeds as Plan No. 14770; bounded and described as follows:

Beginning at a point on the northerly sideline of Cote Street (currently known as Phillippe Cote Street) at its intersection with the division line between Lot 1-25 on the west and the parcel herein described on the east; said point being the southwesterly corner of the parcel herein described;

Thence, northerly along said Lot 1-25 on the following courses: North $17^{\circ}39'55''$ West, a distance of 72.81 feet; North $05^{\circ}43'50''$ East, a distance of 393.28 feet; North $64^{\circ}04'15''$ East, a distance of 9.08 feet to the southerly sideline of Textile Court;

Thence, easterly along said Textile Court on the following courses: South $80^{\circ}02'05''$ East, a distance of 89.16 feet; along a curve to the right having a radius of 19.00 feet, an arc distance of 27.62 feet to the westerly sideline of Commercial Street;

Thence, southerly along said Commercial Street: along a curve to the left having a radius of 1530.00 feet, an arc distance of 389.76 feet to the northerly sideline of Cote Street at a point of curvature;

Thence, westerly along said Cote Street on the following courses: along a curve to the right having a radius of 19.00 feet, an arc distance of 32.22 feet; South $85^{\circ}49'50''$ West, a distance of 90.65 feet; along a curve to the left having a radius of 141.50 feet, an arc distance of 50.34 feet to the point or place of beginning.

Being 61,552 square feet more or less.

PARCEL III – PORTION OF LOT 1-20

**PORTION OF LOT 1-20
GRANITE LOT**

Beginning at a point on the easterly sideline of Lot 1-25 (a/k/a Gateway 1) at the new proposed southerly right of way line of Phillippe Cote Street; said point being South 19°59'35" East, a distance of 19.94 feet more or less from the current southerly sideline of Phillippe Cote Street at its intersection with the division line between Lot 1-25 on the west and Lot 1-20 on the east; said point being the northwesterly corner of the parcel herein described;

Thence, South 87°25'39" East, a distance of 45.89 feet;

Thence, North 70°29'23" East, a distance of 172.81 feet;

Thence, South 63°19'22" East, a distance of 16.83 feet;

Thence, South 19°55'09" East, a distance of 75.00 feet;

Thence, South 20°26'08" West, a distance of 30.25 feet;

Thence, South 60°25'37" West, a distance of 209.95 feet;

Thence, North 19°59'35" West, a distance of 164.28 feet to the point or place of beginning.

Being 28,877 square feet more or less or 0.66 acres more or less.

Temporary Construction Easement Area
(insert description)

*To the Honorable Board of Mayor and Aldermen of the
City of Manchester:*


*The Undersigned respectfully represent that for the accommodation of the
public there is occasion for discontinuing a highway.*

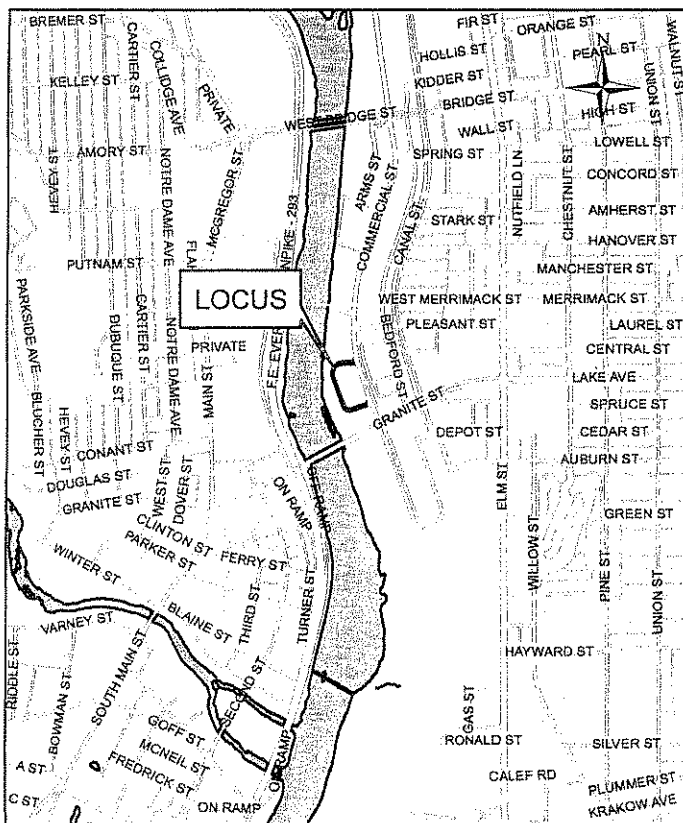
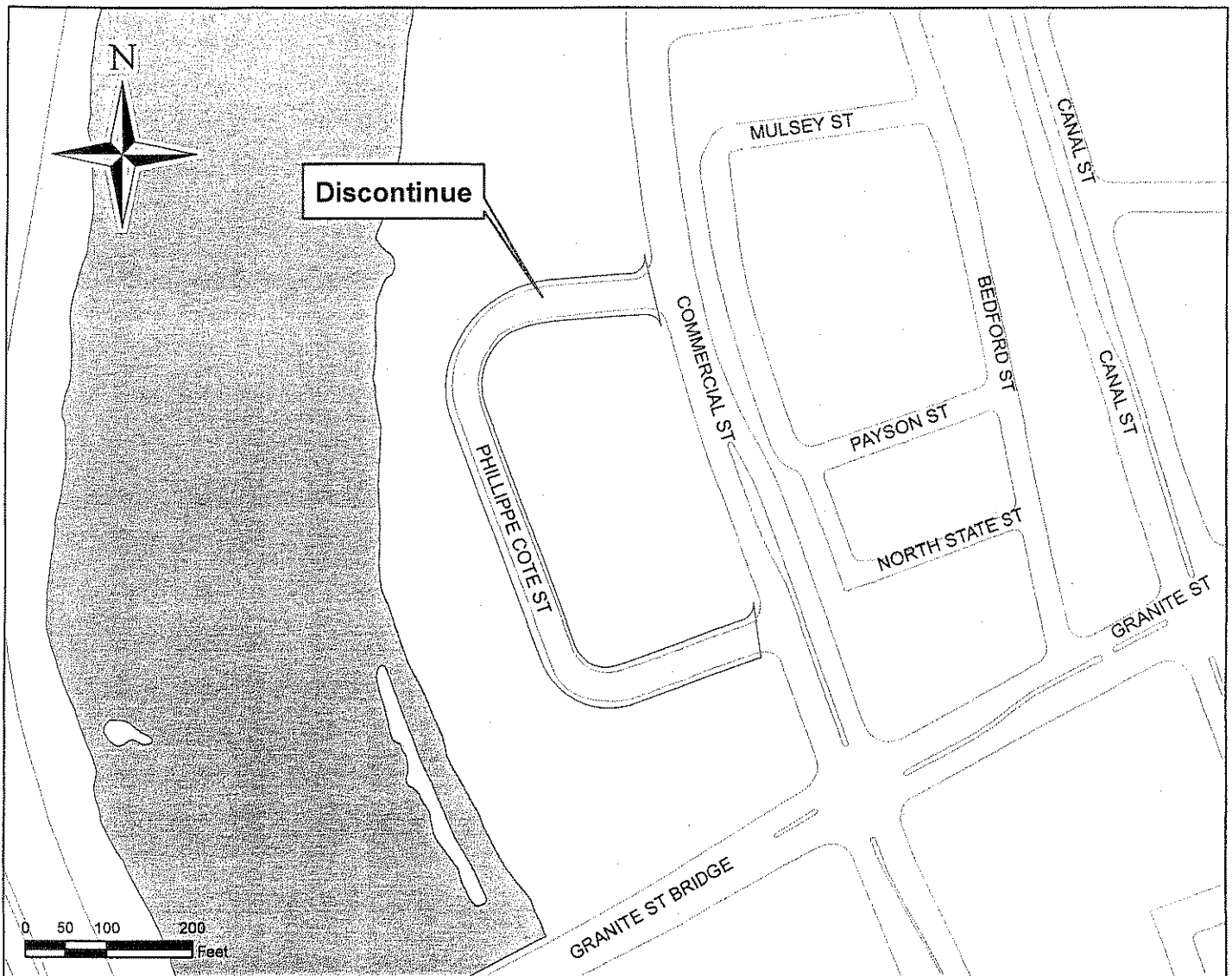
Beginning at the northerly point of tangency of **Phillippe Cote Street** at Commercial Street to a point; thence, S 12-58-24 E a distance of 87.96', crossing Phillippe Cote Street and along the westerly line of Commercial Street to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 26.38', and whose long chord bears N 54-23-39 W a distance of 24.31' to a point; thence, S 85-49-50 W a distance of 102.96' to a point; thence along a curve to the left, having a radius of 175.00' and an arc length of 52.06' to a point; thence, along a curve to the left, having a radius of 55.00' and an arc length of 29.15' to a point; thence, along a curve to the left, having a radius of 77.00' and an arc length of 78.94' to a point; thence, S 20-19-05 E a distance of 304.68' to a point; thence, along a curve to the left, having a radius of 39.98 and an arc length of 62.58' to a point; thence, N 69-59-55 E a distance of 159.95 to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 26.03' to a point; thence S 08-30-30 E a distance of 67.44' across the southerly end of Phillippe Cote Street and along the westerly line of Commercial Street to a point; thence, along a curve to the left, having a radius of 19.00' and an arc length of 5.78', and whose long chord bears S 78-43-15 W a distance of 5.76' to a point; thence, S 69-59-55 W a distance of 156.42 to a point; thence, along a curve to the right, having a radius of 86.98 and an arc length of 136.15' to a point; thence, N 20-19-5 W a distance of 306.98 to a point; thence, along a curve to the right, having a radius of 113.00' and an arc length of 87.30' to a point; thence, along a curve to the right, having a radius of 141.50 and an arc length of 152.84' to a point; thence, N 85-49-50 E a distance of 90.65 to a point; thence along a curve to the left, having a radius of 19.00' and an arc length of 32.22' to the point of beginning.

Containing 41,382.25 sq. feet to be the same more or less and being the full roadway known as **Phillippe Cote Street**.

The petitioner, therefore, requests you to discontinue the above-described **Phillippe Cote Street**.

Dated at the City of Manchester, New Hampshire this 30th day of March 2006.

By: 



Proposed Street Discontinuance

Phillippe Cote Street



Manchester, NH

March 30, 2006

Summary of Seal Tanning Lot, Granite Lot and Philippe Cote Street Sale to 1848 Associates

Reconciled Appraised Value

Seal Tanning Lot	\$ 850,000.00
Granite Lot	\$ 440,000.00
Phillipe Cote Street	\$ 630,000.00
	<u>\$ 1,920,000.00</u>

Savings to City of Manchester

Granite Lot/Cote Street Reconstruction	<u>Estimated Savings</u>	<u>Bidder Savings</u>
Retaining Wall Granite St. to Commercial St.		\$ 500,000.00
Retaining Wall Commercial/Granite/Philippe Cote		\$ 390,000.00
Future Maintenance Costs (Philippe Cote Resurfacing)		\$ 320,000.00
Future Maintenance Costs (Seal Tanning Lot Resurfacing)		\$ 10,500.00
		<u>\$ 320,000.00</u>
		\$ 1,540,500.00

Escrowed Upon Execution of P & S

Negotiated Sales Price

Additional Payment (to Deepen Retaining Wall)

Payment to City to Reimburse Additional Cost	\$ 200,000.00
Seal Tanning (Parcel II) Closing - Payment to City	\$ 530,000.00
Granite St (Parcel III)/Cote St. (Parcel I) Closing - Payment	\$ 105,000.00
	<u>\$ 835,000.00</u>

Major Conditions - Sect. 1.02, Page 1 (See Purchase & Sale Agreement for Detailed Terms and Conditions)

- Build Deck on Seal Tanning Lot at Purchaser's Expense.
- Create Without Expense to City Additional Parking as Required to Redevelop Pandora Building.
- Actively Pursue Rehabilitation/Redevelopment of Pandora Building at No Expense to City.

Benefits

- Private Parking Deck Leveraging Retention/Expansion of Texas Instruments (175 jobs) & Autodesk (395-500 jobs).
- Savings in Capital Outlay for Granite Street Reconstruction Project.
- Provide Parking Site to Enable the Redevelopment of Pandora Building. Cannot be Redeveloped without Parking.
- Lansing Melbourne Parking Consultant Recommends Sale of Municipal Lots Serving a Single Owner.



CITY OF MANCHESTER

Manchester Economic Development Office



August 18, 2006

Alderman Henry Thibault
Chairman, Land & Buildings Committee
Honorable Board of Mayor and Aldermen
City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101

Subject: Granite Street Lot, Phillippe Cote Street and Seal Tanning Lot

Dear Alderman Thibault:

In response to your request for a staff recommendation regarding Brady Sullivan's interest in the above properties, it is our determination that the Board of Mayor and Alderman should direct staff to prepare and issue a Request-for-Proposals (RFP) for the purchase and specific development of the Granite Street Lot, Phillippe Cote Street and the Seal Tanning Lot.

The purpose of disposing of these properties is to maintain and expand parking for existing tenants like AutoDesk and Texas Instruments, to facilitate and encourage the redevelopment of the Pandora Building and to expand parking capacity to accommodate demand in the nearby Millyard. Because of the need to solicit and evaluate proposals based upon considerations beyond price and to enforce performance of specific actions beyond outright purchase, the solicitation of proposals through an RFP Process is the recommended approach.

The best interests of the City require that the City solicit and evaluate proposals based on each and all of the following factors:

- purchase price;
- preservation of existing parking;
- commitment to structured parking sufficient to accommodate redevelopment of the area; and
- best economic value (e.g. revenue, job retention and job creation) to the City of Manchester.

It is recommended that the Land & Buildings Committee direct staff to prepare and issue an RFP for purchase and specific development of the Seal Tanning Lot, the Granite Street Lots and Phillippe Cote Street. An RFP could be issued and responses received within 5-8 weeks.

The Economic Development Office (MEDO) is prepared to assume responsibility to coordinate the process together with Planning and Community Development, Finance, Highways and the City Solicitor.

Respectfully submitted,

Paul J. Borek
Economic Development Director

